

**CITY OF
NORTH WILDWOOD
NEW JERSEY**

**Revaluation
Project**

**Articles of Agreement
And
Scope of Service**

Cole · Layer · Trumble Company

Table Of ContentsCity of North Wildwood, New Jersey

ARTICLES OF AGREEMENT

I.	SERVICES TO BE PROVIDED	1
II.	CONTRACT DOCUMENTS	2
III.	PERIOD OF AGREEMENT	2
IV.	COMPENSATION	3
V.	INDEPENDENT CONTRACTOR	4
VI.	OWNERSHIP OF DATA	4
VII.	INDEMNIFICATION AND INSURANCE	4
VIII.	FORCE MAJEURE	5
IX.	EMPLOYMENT LAWS	6
XII.	CONTINUING SOFTWARE SUPPORT	8
XIII.	PATENT AND COPYRIGHT PROTECTION	8
XIV.	CONFLICT OF INTEREST	9
XV.	NON-SOLICITATION	9
XVI.	SUBCONTRACTS	9
XVIII.	ASSIGNMENT OF AGREEMENT	10
XIX.	CHANGES IN AGREEMENT	10
XX.	GOVERNING LAW	10
XXI.	STATUTORY REQUIREMENTS	10
XXII.	STATE OF NEW JERSEY APPROVAL	10
XXIII.	CONFLICT	11
XXIV.	ENTIRE AGREEMENT	11
XXV.	SEVERABILITY	11
XXVI.	TERMINATION	11
XXVII.	ARBITRATION	11
XXVIII.	NOTIFICATION	12
	TIME AND MATERIALS RATES	15

Table Of Contents

City of North Wildwood, New Jersey

OVERAGE RATES:	15
GENERAL SERVICES AND PRODUCTS.....	16
1 MANAGEMENT SERVICES	16
1.1 COMPANY MANAGEMENT	16
1.2 PROJECT MANAGEMENT PERSONNEL.....	16
1.3 PROJECT STAFF	16
1.3.1 General.....	16
1.3.2 Appraisal	17
1.3.3 Clerical and Photography.....	17
2 PROJECT SCHEDULE AND PLAN	17
2.1 KEY DATES.....	17
2.2 PROJECT PLAN & MONTHLY REPORTING.....	18
3 PERFORMANCE BOND	18
4 OFFICE SPACE , COMMUNICATIONS AND EQUIPMENT	19
5 PUBLIC INFORMATION	19
5.1 KEY ELEMENTS	19
5.2 PRINTED BROCHURE	19
5.3 FORMS AND HANDLING.....	19
6 TRAINING	20
6.1 CLERICAL TRAINING	21
6.1.1 Clerical Manuals	21
6.2 UNIVERS & LANDISC SYSTEMS TRAINING	21
6.2.1 Univers & Landisc Manuals.....	21
APPRAISAL SERVICES.....	22
7 PROPERTY DATA COLLECTION	22
7.1 DATA COLLECTION.....	22
7.1.1 Property Inspection Procedures	22
7.1.2 Data Collection Instructions.....	23
8 QUALITY ASSURANCE	23
8.1 CITY QUALITY CONTROL	23
8.2 COMMERCIAL & RESIDENTIAL DATA COLLECTION AND Q/C	24
8.3 FIELD VERIFICATION.....	24
9 VALUE NEIGHBORHOODS	25
9.1 BOUNDARY DELINEATION.....	25
9.2 SALES DATA.....	25
9.3 FIELD REVIEW	25
10 LAND VALUATION	26
10.1 LAND CODING SYSTEM.....	26
10.2 LAND PRICING	26
11 PROPERTY VALUATION	26
11.1 COST APPROACH.....	26
11.2 INCOME APPROACH.....	27

Table Of Contents**City of North Wildwood, New Jersey**

11.2.1	Compilation of Income and Expense Data	27
11.3	MARKET APPROACH	27
11.4	PROPERTY SALES FILE AND VALIDATION/VERIFICATION	28
11.5	APPRAISAL OF RESIDENTIAL PROPERTY	28
11.6	APPRAISAL OF COMMERCIAL/INDUSTRIAL PROPERTIES	28
11.7	APPRAISAL OF QUALIFIED FARMLAND	28
12	VALUE PRODUCTION	29
13	VALUATION FIELD REVIEW	29
13.1	FIELD AND FINAL REVIEWS	29
13.1.1	Residential Review	29
13.1.2	Commercial/Industrial Review	29
14	DELIVERY OF VALUES	30
14.1	PRELIMINARY VALUES & STATISTICS TO CITY ASSESSOR	30
14.2	TENTATIVE VALUES TO TAXPAYERS	30
14.3	FINAL VALUES AND PRC's TO CITY	30
15	VALUE DEFENSE	31
15.1	INFORMAL TAXPAYER REVIEW PROCESS	31
15.1.1	General	31
15.1.2	Notices and Scheduling	31
15.1.3	Company Staffing	31
15.1.4	Informal Meetings	31
15.1.5	City Change of Assessment Notice	32
15.2	COUNTY BOARD OF TAXATION APPEALS SUPPORT	32
15.3	COURT TESTIMONY	32
	UNIVERS™ CAMA SYSTEM	33
16	PROJECT REQUIREMENTS	33
16.1	UNIVERS SOFTWARE PROVIDED	33
16.2	UNIVERS SERVER	33
16.3	UNIVERS INSTALLATION AND ACCEPTANCE ON CITY EQUIPMENT	33
17	BASE SYSTEM INSTALLATION AND WALK THROUGH	34
17.1	INSTALL UNIVERS	34
17.2	SYSTEM WALK THROUGH	34
17.3	SCOPE DEFINITION	34
18	DATABASE CREATION AND MAINTENANCE	34
18.1	EXISTING DATABASE CONVERSION – NEW DATABASE CREATION	34
18.2	DATA FILE MAINTENANCE	35
19	UNIVERS SYSTEM OVERVIEW AND COMPATABILITY	35
20	UNIVERS SOFTWARE SUPPORT	35
20.1	SUPPORT DURING PROJECT	35
20.2	INITIAL WARRANTY	35
20.3	ONGOING SUPPORT	35
	LANDISC SOFTWARE & IMAGING	36
21	LANDISC IMAGE PRODUCTION	36
21.1	APPROACH	36

Table Of Contents**City of North Wildwood, New Jersey**

21.1.1	Preparation	36
21.1.2	Image Capture	36
21.2	QUALITY CONTROL	37
21.2.1	QC In The Field.....	37
21.2.2	QC In the Office.....	37
21.3	LANDISC SOFTWARE	38
21.4	CITY PROVIDED DATA.....	38
22	LANDISC UPDATING.....	38
COMPANY DELIVERABLE PRODUCTS SUMMARY.....		39
23	APPRAISAL PRODUCTS:	39
24	CAMA SOFTWARE PRODUCTS:.....	39
25	LANDISC IMAGING PRODUCTS:	39
26	CLIENT TRAINING:.....	39
CITY RESPONSIBILITIES.....		40
27	REVALUATION.....	40
27.1	CITY ASSESSOR.....	40
27.2	INTERIM REVIEWS & PRELIMINARY STATISTICS	40
27.3	PROJECT EXPLANATION & INTRODUCTION LETTERS	40
27.4	COMPUTER FILES & UPDATES.....	40
27.5	RECORDS, MAPS AND ORTHOPHOTOS	41
27.6	COMPUTER HARDWARE	41
28	MAPPING.....	41
28.1	MANAGEMENT & RESPONSE TO QUESTIONS.....	41
28.2	RESOLUTION OF EXTENSIVE EXCEPTIONS.....	42
SOFTWARE LICENSES		43
29	COLE LAYER TRUMBLE COMPANY PRODUCTS.....	43
29.1	PRODUCTS:.....	43
29.2	TERMS & CONDITIONS	43
29.3	BASE LICENSE FEE	44
29.4	SOFTWARE WARRANTY.....	44
30	THIRD PARTY SOFTWARE.....	44
UNIVERS™ SYSTEM OVERVIEW ORGANIZATION.....		45
SECTION 1. HARDWARE REQUIREMENTS.....		46
SECTION 2. SYSTEM CONCEPTS.....		47
SECTION 3. DATABASE STRUCTURE		51
SECTION 4. MODULE DESCRIPTIONS.....		54
APPENDIX G – New Jersey Local Public Contracts Contract Law		

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

THIS AGREEMENT is by and between the City of North Wildwood, a municipal corporation located in the State of New Jersey, hereinafter referred to as the "City",

AND

THE COLE • LAYER • TRUMBLE COMPANY, a wholly owner subsidiary of Tyler Technologies, Inc., a company organized in Delaware and qualified to do business in New Jersey, hereafter referred to as the "Company",

WITNESSETH

WHEREAS, the Company has extensive experience in the planning, organization and implementation of Revaluation programs and computer assisted mass appraisal; and

WHEREAS, the City desires to utilize said services;

NOW, THEREFORE, it is hereby agreed that the Company shall provide the services contained in the Scope of Services during the period of this Agreement as specified in Article III hereof.

I. SERVICES TO BE PROVIDED

The Company shall provide to the City in a professional and workmanlike manner all those services described in the Scope of Services, Schedules A through E, attached hereto and made a part hereof.

Generally, the Company will complete a reappraisal of all taxable and tax exempt surface real property in the City of North Wildwood, take digital images of all improved properties and provide and install its Univers™ mass appraisal software and Landisc™ imaging software.

The Company will establish market value for all surface properties, including tax exempt real estate and those with improvements under construction on the Valuation Date, in accordance with N.J.S.A. 54: 4-1 et seq, N.J.A.C. 18:12-4.8 and the procedures and standards, specified in Standard 6 the "Mass Appraisal Standard", of the Uniform Standards of Professional Appraisal Practice (USPAP).

At the completion of the Project, the Company will achieve, for all City properties combined, valuation statistical results in accordance with the International Association of Assessing Officers Standard on Ratio Studies, approved 1999, as outlined next.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

Type of Property	Measure of Central Tendency	COD	PRD
Single Family Residential:			
Newer, Homogeneous Areas	.90-1.10	10.0	.98-1.03
Older, Heterogeneous Areas	.90-1.10	15.0	.98-1.03
Income Producing Properties:			
Larger, Urban Jurisdictions	.90-1.10	15.0	.98-1.03
Smaller, Rural Jurisdictions	.90-1.10	20.0	.98-1.03
Vacant Land:	.90-1.10	20.0	.98-1.03

IAAO Assessment Ratio Accuracy Statistics

** Note: For the purposes of this Agreement, the Measure of Central Tendency is the median ratio of appraised values compared to valid market values on the Valuation Date. The COD (Coefficient of Dispersion) is commonly viewed as the average percent error or miss of a valuation system while the PRD (Price Related Differential) reflects that system's built-in bias in valuing properties at the low and high ends of the value spectrum. A PRD number greater than 1.00 indicates that properties with higher market values are routinely under appraised while properties with lower market values are frequently over appraised. A PRD number less than 1.00 indicates the reverse.*

The Company's appraised values will reflect a market value level of October 1, 2004 (the Project Valuation Date) and property characteristic data current as of September 1, 2004.

II. CONTRACT DOCUMENTS

This Agreement and the Scope of Services with Schedules comprise the Contract Documents.

III. PERIOD OF AGREEMENT

This Agreement shall run from the date of its execution to June 30, 2006.

The Company's time of performance of this Agreement is conditioned upon the performance of the City's responsibilities contained in the Scope of Services and upon the nonoccurrence of an act of God or other cause or causes beyond the Company's control. Occurrence of any such event should not relieve the Company from full performance, but shall entitle the Company to a mutually agreed to reasonable extension of the completion date and waiver of any penalty provisions should such occurrence materially increase the difficulty of project execution. If the City fails to make timely deliveries of its responsibilities, the Company's obligations to perform the services provided in this Agreement shall be suspended until such deliveries are received.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

IV. COMPENSATION

The Company shall provide the services and products contained in the Scope of Services for the sum of FOUR HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$448,800.00) further described as follows:

A. Project Revaluation and Imaging Services:	\$ 400,400.00
B. Univers™ Software, Installation & Training:	29,400.00
C. Landisc™ Software, Installation & Training:	10,200.00
D. 2005 & 2006 County Tax Appeals Support:	8,800.00

The fees for Items A. Revaluation and Imaging Services and D. 2005 & 2006 County Tax Appeals Support above are based on the Company providing appraised values for up to 6,155 line items, up to 6,100 digital images, all informal value review meetings with taxpayers in the fall of 2004 and defense of values before the Cape May County Board of Taxation for the 2005 and 2006 tax years as required. If, due to increases in the total number of real estate parcels or other City or statutory requirements, the Company provides appraised values in excess of 6,155 line items and/or 6,100 digital images, the Company shall be entitled to an additional fee described in the "Overage Rates" section in Schedule A of this Agreement. The total number of line item values and images subject to this Agreement shall be determined on October 1, 2004.

Invoices for Items A, B and C above shall be submitted on or about the first of each calendar month for the progress of project activities completed during the preceding month. The Company's first invoice will be issued on or after August 1, 2003.

Within thirty (30) days of the signing of this agreement, the Company shall submit for the City's approval, a list of billable activities stating their proportionate value of the total contract fee together with estimated monthly invoice totals. The Company shall include a schedule of the percentage of each activity completed with each request for payment.

The City shall temporarily retain ten percent (10%) of each invoice, with the exception of invoices for 2005 and 2006 value defense before the Cape May County Board of Taxation (Item D above). The retainage shall be due and payable to the Company upon satisfactory completion and delivery of the products and services contained in the Scope of Service. Item D, services before the County Board of Taxation shall be invoiced in two (2) annual installments of \$4,400 each. The City shall pay each installment in full at the conclusion of City owner appeals before that year's Board.

Compensation may be due the Company as the result of services requested in writing by the City that are beyond the Scope of this Agreement. Such services shall be invoiced in the month subsequent to the month in which the services were provided. Schedule A of the attached Scope of Services provides a schedule of hourly Time and Materials Rates that will apply to services beyond the Scope of this Agreement.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

Payments of invoices are due within thirty (30) days after receipt by the City. Any concerns arising from an invoice shall be identified by the City in writing to the Company within ten (10) days of the receipt of the invoice. Without receipt of written notice, the Company shall consider the invoice due and payable. Should the Company receive written notice, the Company shall have ten (10) days to resubmit a corrected invoice or a written clarification of the original invoice. Upon receipt of the corrected invoice or clarification, the City shall have thirty (30) days to pay the amount now due. Failure of the City to make payment when due, without cause, shall entitle the Company, in addition to its other rights and remedies, to suspend further performance of this Agreement without liability.

V. INDEPENDENT CONTRACTOR

The relationship of the Company to the City shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

VI. OWNERSHIP OF DATA

Data collected and reported is the property of the City. Data used by the Company in the services contemplated herein shall remain the property of the City and no use or copying shall be made thereof beyond that listed in this Agreement without the written permission of the City.

VII. INDEMNIFICATION AND INSURANCE

Except as provided below, the Company agrees to defend and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents or employees and with respect to the degree to which the City is free from negligence on the part of itself, its employees and agents.

The City agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation activities, computer software or hardware installations or recommendations for same, valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

Neither party shall be liable to the other for consequential, indirect or incidental damages, including but not limited to, loss of tax revenue, claims related to valuation of property or findings/recommendations of any reports whether based in contract, negligence, strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the City to the Company under this Agreement.

The Company shall provide the City with a performance bond in an amount equal to 100% of the total contract fee stated in Article IV COMPENSATION of this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence naming the City as the additional insured.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence. The Company shall provide Workers' Compensation Insurance coverage plus employer's liability insurance in the amount of \$100,000.

Upon the request of the City, Certificates of Insurance shall be supplied to the City by the Company detailing the above coverage. A carrier authorized to do business in the State of New Jersey will issue these certificates.

VIII. FORCE MAJEURE

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay, or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities. If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measure to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

IX. EMPLOYMENT LAWS

The Company shall comply with all the applicable provisions of Federal and New Jersey laws, rules, and regulations regarding employment and, further, shall specifically comply with those sections related to Equal Employment Opportunity and the provisions of Title II of the Americans with Disabilities Act of 1990 found in Appendix G.

X. SOFTWARE LICENSES

(a) Cole Layer Trumble Company Software

Subject to the terms and conditions hereinafter set forth, the Company grants to the City a non-exclusive, nontransferable, perpetual license to use the Cole Layer Trumble licensed software, hereinafter referred to as Univers, Visual Landisc and Visual Landisc Photo Client software, as installed and as further identified and described in Schedule E (Software License), attached hereto, solely in the conduct of the business of the City, Source Code, related documentation, and any improvements, additions or modifications of the version or versions of the software which the Company has licensed to the City, together with the right to make such copies of the software as may be required for the City's own internal business purposes.

The City understands that the software provided under this Agreement contains trade secrets and proprietary information belonging to the Company. The City agrees to hold the software in trust and confidence and will safeguard the software to the same extent that the City safeguards other trade secret information related to its uses. The City agrees not to disclose, provide or otherwise make available the software to any person other than City's employees or agents or the Company's employees without prior written consent of Cole Layer Trumble Company. The City further agrees not to sell, assign, lease, license or in any manner encumber, pledge, convey or transfer the Cole Layer Trumble software or any interest therein.

(b) Other Third-Party Software

The Company shall pass to the City, subject to full payment of City's obligations provided herein, a license to use third-party software identified and described in Schedule E attached hereto. All third-party software shall conform to published specifications and representations of the supplier.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

XI. SOFTWARE WARRANTIES

(a) Warranty

The Company warrants that its software, when operated on the hardware specified by the Company to the City, will perform the functions described in the UNIVERS and Landisc Users Guide and the description of any modifications produced jointly by the City and the Company.

(b) City Modifications

The City shall inform the Company in writing of any change to or modification of any of the Company's software which it desires to make.

(c) City Negligence

At any time during the Warranty period (as defined in subparagraph [e] of this section), the Company shall not be required to correct any defects in any of the Company software caused by the City's negligence, improper installation or operation of the Company's software, or other improper action by City staff or third party vendor operating the Company's software.

(d) Disclaimer

The Company shall have no liability under the warranty except the correction or avoidance of defects as specified in Paragraph (f) hereof. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. THE COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES. CORRECTION OF DEFECTS BY THE COMPANY IN THE MANNER PROVIDED IN PARAGRAPH (f) SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES TO THE CITY IN RESPECT OF ANY DEFECTS IN THE SOFTWARE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. REGARDLESS OF ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY, THE COMPANY WARRENTS AND GUARANTEES THE TITLE TO AND THE OWNERSHIP OF ALL MATERIAL AND PROPERTY, INCLUDING A NON-TRANSFERABLE AND NON-EXCLUSIVE LICENSE TO ITS PROPRIETARY SOFTWARE, FURNISHED BY THE COMPANY TO THE CITY UNDER THE TERMS HEREOF, AND WARRANTS THAT THEY ARE CAPABLE OF AND SUFFICIENT TO ACCOMPLISH THE TASKS FOR WHICH THEY ARE SUPPLIED.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

(e) Warranty Period

This warranty and the Company's obligations under Paragraph (f) hereof shall commence at installation and continue until December 31, 2004. Notwithstanding the foregoing, this warranty and the Company's obligation under Paragraph (f) hereof shall immediately terminate (i) if the City makes any changes or modifications to the Company's software without written consent of the Company or (ii) if the City operates the Company's software on any hardware other than the equipment specified by the Company. Should the City fail to install any Amendments (as hereinafter defined) supplied by the Company, the warranty and the Company's obligation under Paragraph (f) hereof shall immediately terminate as regards the functions affected by said Amendments.

(f) Warranty Support

During the warranty period, the Company will design, code, check out, document and deliver any amendments or alterations (the "Amendments") to the Company's software that are necessary to correct or avoid any defect in the Company's Univers and/or Landisc software present at the time of delivery and affects performance of the Company's software in accordance with the functions set forth herein.

The Company shall only be responsible to correct defects which are submitted to it in writing during the warranty period. Email and fax are considered written notifications. Oral notification or generalized complaints will not constitute notice under this Agreement

XII. CONTINUING SOFTWARE SUPPORT

Company support of Univers and Landisc software ends with the warranty period described in Section XI above. If the City desires to continue software support with the Company, an amendment to this agreement or a separate agreement will be required..

XIII. PATENT AND COPYRIGHT PROTECTION

The Company agrees to protect, defend and save harmless the City against any demand for payment for the use of any patented, copyrighted or otherwise protected equipment, material, process, or software that may enter into or form a part of the services or deliverables covered by this Agreement.

The Company, at its option, may obtain for the City the right to continue using or to replace or modify the equipment or software involved so it becomes non-infringing. If such remedies are not reasonably available, the Company may grant the City a refund, for equipment or software provided pursuant to this Agreement and accept the return of the infringing product.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

The Company shall have no obligation under this Section if the alleged infringement or violation is based upon the City's use of Company provided equipment and/or software in combination with other hardware, software, modifications, enhancements or changes not provided by the Company.

THIS ARTICLE STATES THE ENTIRE LIABILITY OF THE COMPANY FOR PATENT OR COPYRIGHT PROTECTION INFRINGEMENT BY THE LICENSED SOFTWARE OR THE PROVIDED EQUIPMENT OR ANY PORTIONS THEREOF.

XIV. CONFLICT OF INTEREST

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services.

The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Company in connection with any work contemplated or performed relative to this Contract.

The Company and its parent company and subsidiaries shall not represent any City property owner or taxpayer filing a tax appeal with respect to the Revaluation completed by the Company.

XV. NON-SOLICITATION

During the Period of Agreement (Article III) and for a period of six months following the project completion date, the Jurisdiction will not solicit for employment or hire any Company employee without the express written consent of the Company.

XVI. SUBCONTRACTS

The Company agrees not to subcontract any of the work required by this Agreement without the written permission of the City. The Company agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

City of North Wildwood, NJ

Revaluation Program & Software

XVII. VERIFICATION OF LICENSE TERMS

The Company reserves the right to conduct on-site reviews at the City site(s) to insure the City is in compliance with the terms and conditions of the software licenses as described in this Agreement.

XVIII. ASSIGNMENT OF AGREEMENT

The Company agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or its rights, title or interest in this Agreement without the previous consent and written approval of the City, Cape May County Board of Taxation, State of New Jersey Division of Taxation and the Company's surety company.

XIX. CHANGES IN AGREEMENT

This Agreement may be changed only upon written agreement of the City, Cape May County Board of Taxation, State of New Jersey Division of Taxation the Company and the Company's surety company.

XX. GOVERNING LAW

This Agreement shall be interpreted under substantive law of New Jersey, without giving effect to any choice of law provisions.

XXI. STATUTORY REQUIREMENTS

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, shall be as the law has been enacted and interpreted by the courts of New Jersey as of the date of the Agreement.

XXII. STATE OF NEW JERSEY APPROVAL

This Agreement is contingent upon approval of the State of New Jersey Director of the Division of Taxation and its terms shall not take effect until such approval is noted on the approval page provided within this Agreement

Articles of Agreement

520

City of North Wildwood, NJ

Revaluation Program & Software

XXIII. CONFLICT

In case of conflict between the terms of this Agreement and the terms of Scope of Services, the terms of this Agreement shall control.

XXIV. ENTIRE AGREEMENT

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the City.

XXV. SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision and the rights and obligations of the parties shall be construed and enforced accordingly.

XXVI. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Company shall be entitled to receive just and equitable compensation for any work performed as of the termination.

XXVII. ARBITRATION

Except as set forth in this Article, any controversy or claim arising out of or relating to this Agreement shall be settled in binding arbitration before a single arbitrator in a location of the City's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having Jurisdiction over the parties and the subject matter thereof.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

XXVIII. NOTIFICATION

Notices pursuant to this Contract will be delivered by hand or by certified mail with return postage prepaid.

Notices to the City will be delivered to:

Mr. Joseph Gallagher, CTA
Tax Assessor
City of North Wildwood
City Hall
10th & Atlantic Avenues
North Wildwood, NJ 08260

Notices to the Company will be delivered to:

Mr. Paul Jacobs, Vice-President
Mid-Atlantic Operations & Marketing
Cole Layer Trumble Company
223 Retford Lane
West Chester, PA 19380

Either party may substitute individuals to receive notices by giving notice as described above.

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

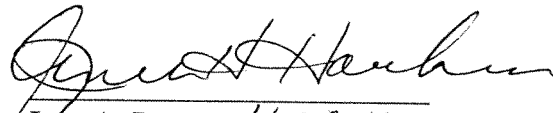
IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this

Agreement this 27th day of MAY, 2003.

APPROVED BY:

Attest:

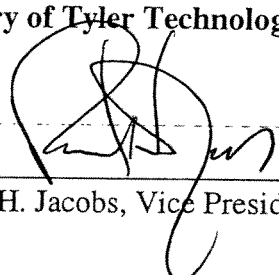
City of North Wildwood, New Jersey


Jane A. Parson HARKINS
Clerk


Aldo A. Palombo, Mayor

The Cole • Layer • Trumble Company
A Subsidiary of Tyler Technologies, Inc.

By:


Paul H. Jacobs, Vice President

The foregoing agreement is hereby approved this _____ day of _____, 2003

pursuant to P.L. 1971, Chapter 424.

Witness:

Robert K. Thompson, Director
Division of Taxation
State of New Jersey

Articles of Agreement

City of North Wildwood, NJ

Revaluation Program & Software

STATE OF NEW JERSEY, COUTNY OF CAPE MAY, SS:

I HEREBY CERTIFY that on _____, 2003, JANE A. PARSON personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) she is the Clerk of the City of North Wildwood, a municipal corporation of the State of New Jersey;
- (b) she is the attesting witness to the signing of this document;
- (c) this document was signed by Aldo A. Palombo, Mayor of the City of North Wildwood, and delivered as the voluntary act duly authorized by a proper resolution of the Board of Commissioners;
- (d) she signed this proof to attest to the truth of these facts.

Sworn and Subscribed to

Before me this ____ day

of _____, 2003

JANE A. PARSON
Clerk

City of North Wildwood, New Jersey

Time & Material Rates

TIME AND MATERIALS RATES

Services requested in writing by the City in addition to those covered in this Agreement will be provided by the Company at its prevailing time and material rates. These rates are updated from time to time and, in the event of change, will be provided to the City in writing on or about the first of each year. Invoices for services utilizing these rates will be submitted in accordance with Article IV of the Articles of Agreement.

The Company's hourly time and materials rates for calendar year 2003 are as follows:

	<u>Off-Site</u>	<u>On-Site</u>
Senior Company Officer	\$170.00	\$215.00
Company Officer	145.00	180.00
Program Manager	130.00	165.00
Lead Programmer/Analyst	120.00	150.00
Project Supervisor	120.00	150.00
Senior Programmer/Analyst	105.00	130.00
Senior Appraiser	100.00	125.00
Senior Technical Writer	90.00	115.00
Intermediate Programmer/Analyst	90.00	115.00
Technical Writer	75.00	95.00
Junior Programmer/Analyst	75.00	95.00
Appraiser	70.00	90.00
Administrative Support	55.00	70.00
Data Collector	55.00	70.00
Data Entry Supervisor	55.00	70.00
Data Entry Operator	45.00	55.00
Clerical	45.00	55.00

All travel and other out-of-pocket expenses will be billed at direct cost.

OVERAGE RATES:

If the Company provides additional services over the maximums stated in the Agreement, the following additional charges will apply:

Appraisal Services for each line item in excess of 6,155 (by classification):

Classification – Max Items		Classification – Max Items	
1	Vacant Land – over 153 items \$15.00	4A	Commercial – over 332 items...\$150.00
2	Residential – over 5,462 30.00	4B	Industrial – any..... 200.00
3A	Farm (Regular) – any 60.00	4C	Apartments – over 82 150.00
3B	Farm (Qualified) – any 15.00	15A-F	Exempt – over 126 15.00 to 200.00

Digital Imaging Services for each image in excess of 6,100..... 2.80/ea

Senior Appraiser court preparation, testimony and/or related services: 125.00/hr

Travel and other out-of-pocket expenses will be billed at direct cost.

Scope of Service – Schedule B 525

City of North Wildwood, New Jersey

*Services and Products***GENERAL SERVICES AND PRODUCTS****1 MANAGEMENT SERVICES****1.1 COMPANY MANAGEMENT**

Cole Layer Trumble Company's management team is headed by its President, Bruce F. Nagel. Reporting to Mr. Nagel is CLT's Chief Operating Officer, Benjamin S. Story. Reporting to Mr. Story is Paul M. Flynn Senior Vice President Northeast Operations.

Within the Northeast Region, the Mid-Atlantic States team, including the State of New Jersey, is led by Paul H. Jacobs, Vice President for Mid-Atlantic Operations and Marketing, who reports directly to Mr. Flynn.

1.2 PROJECT MANAGEMENT PERSONNEL

CLT's Project Supervisor will be Robert Engel, CTA, CPE, who will be on site approximately 40% of the time through the completion of the Project. Mr. Engel will be assisted on site by Appraisal Supervisor David Tannehill, CPE.

Mr. Engel and Mr. Tannehill will report directly to Mr. Jacobs who himself will have specific Project responsibilities including overall project planning, the conduct of Public Information and Quality Assurance.

Additional project level personnel information will be submitted with the Project Plan described below.

1.3 PROJECT STAFF**1.3.1 General**

CLT will provide personnel whose qualifications meet or exceed standards currently required by the State of New Jersey (NJAC 18:12-4.6) for each Revaluation Project activity. Prior to assignment to the Project, all new hire personnel will be subject to criminal background checks at the Company's expense, the results of which will be submitted to the City for review. All individuals proposed by the Company for employment on the City of North Wildwood Project will be subject to the approval of the City. The City may at any time request the removal of a Company employee from the Project for reasonable cause. The Company will notify the City and the Cape May County Board of Taxation of any changes in Project personnel.

All new hire data collectors shall receive a minimum of 150 hours of in-service training before starting actual field work.

The Company will provide photo ID's to all on-site Project Staff.

Scope of Service – Schedule B 526

City of North Wildwood, New Jersey

*Services and Products***1.3.2 Appraisal**

Data Collectors will report to the Appraisal Supervisor who may be assisted by field supervisors (Group Leaders). Data Collectors will be directly supervised at a ratio of not greater than one (1) to six (6).

1.3.3 Clerical and Photography

Data entry personnel, clerks and Landisc photographers will be a mix of existing Company staff and local recruits.

2 PROJECT SCHEDULE AND PLAN**2.1 KEY DATES**

July 2003	The City of North Wildwood Revaluation Project begins
August 2003	Data Collection begins
November 2003	Digital Photography begins (Leaves Off)
May 2004	Value Generation and Review begin
June 2004	Residential and Commercial Field Value Review begins
September 1, 2004	City delivers to the Company all remaining building permits, subdivisions, land combinations and/or specific parcels to be included in the Revaluation
September 6, 2004	Company installs Univers and Landisc software on City computers and begins Assessor and staff training
September 17, 2004	Company delivers Preliminary Values to City Assessor
October 1, 2004	Project Valuation Date
October 15, 2004	Tentative assessed values contained in notices advising of informal review meetings with the Company are mailed to property owners
October 25, 2004	Informal Review Meetings with property owners begin
November 29, 2004	All Informal Review Meetings completed
December 31, 2004	All Project deliverable products are completed and delivered to the City.
April 2005	1st Year Cape May County Board of Taxation Support
April 2006	2nd Year Cape May County Board of Taxation Support

Scope of Service – Schedule B ⁵²⁷

City of North Wildwood, New Jersey

*Services and Products***2.2 PROJECT PLAN & MONTHLY REPORTING**

Within thirty (30) days of contract execution, the Company will submit a detailed Project Plan covering all aspects of the Project including appraisal, imaging, products, public relations, systems, training, reports to the City, staffing levels, production rates, and accountability of the organization. The Company will assist the City in submitting New Jersey State form POW/RSR (Plan of Work/Revaluation Status Report) in compliance with N.J.A.C. 18:12A-1.14(d).

The Plan will include person loading allocations, production goals, and major milestones for all activities associated with the Project. The City will have ten (10) days to review the plan and submit any written comments or concerns. The Company will respond, in writing, to any City comments within ten (10) days. Once the Plan is agreed upon, the City will provide written plan acceptance to the Company.

The Project Plan will be the basis for the creation of a monthly progress report and invoice that the Company will submit on or about the first day of every month. The Company's monthly report to the City will also include POW/RSR updates in the form that complies with N.J.A.C. 18:12A-1.14(d).

The Company will involve the City in all appropriate aspects of the Project so that the responsibility for review and audit of work products, procedures, and training will be addressed on a timely ongoing basis. The City Assessor will be provided with all materials in advance of individual Project activities. Further, the City Assessor will be responsible for approving all intermediate procedures, practices and Tentative Parcel Values prior to property owner notification. At regular intervals, the City will be asked to inspect, audit and sign off on Company work in progress.

3 PERFORMANCE BOND

Within thirty (30) days of contract execution, the Company will provide a Performance Bond for 100% of the Project Fee stated in the Articles of Agreement, Article IV Compensation). The full amount of the bond will remain in effect until completion of the Revaluation portion of the Project on December 31, 2004. The Company will not submit its first invoice until the bond is in place.

4 OFFICE SPACE, COMMUNICATIONS AND EQUIPMENT

The Company will provide its own Project Office space, telephones, phone service, and related office and computer equipment.

The City will provide sufficient handicap accessible space and facilities, including adequate free parking, for informal value review meetings conducted by the Company in October and November 2004.

5 PUBLIC INFORMATION

5.1 KEY ELEMENTS

The Project's Public Information program, to include media relations and presentations to local groups, will be implemented according to the Project Plan. Key elements of CLT's Basic Public Information Program will be as follows:

- Press releases and/or conferences at newsworthy milestones
- An information brochure (see below) to be sent/given to property owners
- Callback data collection doorhangers, or alternate method of notification, when no contact is made with occupants
- Property inventory reports (data mailers) for taxpayer review/comment
- Public and Project related status reports and meetings
- Presentations to groups throughout North Wildwood City.
- Ad hoc meetings, reports and Q&A sessions

5.2 PRINTED BROCHURE

The Company will provide up to 6,200 copies of a single page general Revaluation Project Information Brochure. A brochure, together with an introductory City letter (signed by the appropriate City official), will be mailed to all property owners. In addition, the Company recommends that a number of brochures be placed in municipal offices, libraries and other public places readily accessible to the general community. Company data collectors, Landisc photographers and field supervisors will also hand out brochures. Preparation, printing, handling and postage costs of the brochure and letter are the responsibility of the Company.

5.3 FORMS AND HANDLING

The Company will produce five printed notices and the labor required to prepare each of the notices for mailing (or return). Specifically, CLT will print and organize Callback & Mailback Data Collection Door Hangers, Property Data Verification Mailers, Income Producing Property Income and Expense Forms, Sales Verification Letters and Full Disclosure Tentative Value Notices. All mailings to property owners shall be approved by the City Assessor.

Scope of Service – Schedule B 529

City of North Wildwood, New Jersey

Services and Products

Callback & Mailback Data Collection Door Hangers will be left at properties where no occupant contact is made. In accompanying instructions, owners or occupants will be notified of the next planned property inspection (*Callback* - second attempt) and how to schedule an inspection (*Mailback* - third attempt). The instructions will encourage them to call the Company's project office or return the business reply postcard to request a specific inspection date and/or time. (Please Note: The City and Company may agree to a commercially viable alternate method of notification if door hangers prove ineffective.)

Property Data Verification Mailers will be prepared for all properties and sent to owners for their review and possible corrections within four to six weeks of parcel data collection. The date of the last property inspection (or attempt) will be included. Verification Mailers for properties where interior features were estimated will so indicate. If returned to CLT, simple inventory changes will be made directly to the City's database. Requests for more complex changes may require an additional site visit and/or re-inspection of the property.

Income Producing Property Income and Expense Forms for requests pursuant to N.J.A.C. 18:12A-1.8 and N.J.S.A 54:4-35 will be sent certified mail to owners of apartment, commercial, industrial, retail and other income producing properties in the second quarter of 2004.

Sales Verification Letters will be sent to owners for properties that transfer within four calendar years (2001-2004) of the Project's Valuation Date (10/1/04). Some sales verifications may be combined with data mailers.

Full Disclosure Tentative Value Notices (Notices to Taxpayers) will be sent to owners for all properties. This "impact" style notice will list each property's old and proposed assessed values and tax extensions showing "before and after" amounts for City purposes. Property owners will also be advised how to contact the Company to ask questions and/or schedule an appointment to discuss their Tentative Values.

The Company will pay all postage costs for the notices described above. The City will assist the Company in maintaining the lowest practicable postage costs. This will include making timely City file corrections to help avoid re-mailings caused by out-of-date or incorrect mailing addresses taken from City data files.

6 TRAINING

The Company will provide Thirty-Five (35) hours of on-site training for City staff over the course of the Project. With prior notice, City staff are welcome to audit any training sessions for Company staff. Training dates and subject matter will be more fully described in the Project Plan. Training materials will include any special procedures plus full explanations and instructions.

6.1 CLERICAL TRAINING

Within the hours listed in Section 6.0 above, the Company will provide training during the Project for City clerical personnel who will assume responsibilities for maintenance of property files after Project completion. Special instruction will be provided for personnel who will be involved in activities such as future property transfers, name changes, subdivided parcels, building permits and the like.

6.1.1 Clerical Manuals

The Company will provide to City staff a sufficient number of bound manuals representing all instructions, schedules and documentation developed during the course of the Project for use during training sessions. In addition, one (1) copy in digital format and one (1) paper copy, for reproduction by the City, will be provided as deliverable products.

6.2 UNIVERS & LANDISC SYSTEMS TRAINING

Within the hours listed in Section 6.0 above, the Company will provide on-site Univers CAMA and Landisc system training for City staff. Dates and detailed subject matter will be more fully described in the Project Plan.

6.2.1 Univers & Landisc Manuals

The Company will provide to City staff a sufficient number of bound Univers & Landisc materials representing all instructions and documentation developed during the course of the Project for use during training sessions. Univers and Landisc information is available online directly from the two systems. In addition, hard copy of the User's Guides and Technical References will be supplied as follows: one (1) copy each in digital format and one (1) paper copy each, for reproduction by the City, will be provided as deliverable products.

Important Note: Cole Layer Trumble Company's printed and on-line training and reference materials are copyrighted and may not be copied in whole or in part without the express written consent of the Company. The City is hereby granted limited permission to reproduce Company manuals for internal City use only.

Scope of Service – Schedule B 531

City of North Wildwood, New Jersey

*Services and Products***APPRAISAL SERVICES****7 PROPERTY DATA COLLECTION****7.1 DATA COLLECTION**

The Company's residential and commercial data collection efforts will focus on accurately recording objective data such as property location, use, age, building construction, measurements, story heights, and other physical property characteristics. Collected characteristics will also include subjective components such as grade, condition, desirability and utility.

The Company will propose data collection forms for use on the Project. The complete inventory of property characteristics and other information to be collected will be developed jointly by the City and the Company. As part of the Project Plan approval process, the City will give written approval of the variables to be collected and added to the Univers database.

Data Collectors will visit each property during reasonable hours, including evenings and Saturdays, with the stated intention of conducting interior inspections and gathering exterior data. All City approved exterior information will be inventoried and, where permitted by owner or occupant, property interiors will be inspected and approved interior features listed.

At each property improved with a building, data collectors will ask a responsible adult occupant for permission to inspect the exterior and interior of each structure. Upon inspection, the collectors will record all pertinent data on Univers Data Collection Forms appropriate for each property class supplied by the Company. Properties where occupants refused interior inspections will be reported to the City Assessor in writing for potential resolution and permission to enter on a subsequent visit.

Unless refused access by owner or occupant, CLT data collectors will make up to three attempts to gain entry to each property improved with a building. The following procedures will be apply.

7.1.1 Property Inspection Procedures

On the first inspection, Data Collectors will take accurate exterior measurements of all assessable structures on each property using a measuring tape, rounding dimensions to the nearest foot. All assessable structures, of minimum size or larger, will be sketched on the Univers Data Collection Form. Additional forms (cards) will be used for multiple buildings or structures where necessary.

If no owner or occupant is present at the time of the first inspection, a Callback Door Hanger will be left at the main entrance or most frequently used door. The Door Hanger will indicate the date and approximate time of the second inspection attempt. It will also list the toll-free number of CLT's Project Office for answers to questions and further information.

If no owner or occupant is present at the time of the second inspection, a Mailback Door Hanger will be left at the main entrance or most frequently used door. This Door Hanger will include a business reply postcard and instructions on how to schedule an inspection by phone or by mail. It will also advise the reader that interior property characteristics will be estimated if an interior inspection is not made.

If no interior inspection can be made after three attempts or the owner/occupant refuses to permit entry, the property's interior characteristics will be estimated.

Each inspection attempt, its date and time and the data collector's ID will be recorded on the property's Data Collection Form and entered into the Univers database. Entry information as well as all collected property characteristics will be available for review by the City at any time.

The Company shall notify the Assessor in writing of each failure to gain entry to a property and a list of all non-entries and the reasons for non-entry shall be provided to the Assessor prior to the mailing of values.

The Company shall also notify the Assessor of any properties discovered not to be on the current year tax list in as timely a manner as practicable.

7.1.2 Data Collection Instructions

Company data collection manuals will serve as textbooks for instruction in this activity and will also be provided to City staff for them to continue listing efforts at the conclusion of the Project.

8 QUALITY ASSURANCE

8.1 CITY QUALITY CONTROL

In addition to the quality assurance measures provided by the Company below, the City retains the right to implement its own independent quality control procedures, at City expense, to confirm the work of the Project. The City may check the data collected by the Company at any time and the completed paper data collection forms will be a deliverable item at Project's end.

8.2 COMMERCIAL & RESIDENTIAL DATA COLLECTION AND Q/C

Residential and Commercial Quality Control Criteria Checklists, written definitions of property characteristics to be collected and Quality Control Forms will be established for the Project in cooperation with the City. Following initial data collection, all property characteristic errors observed by the Supervisor will be listed on Quality Control forms.

For each new data collector assigned to the Project, twenty-five (25) of the first one hundred (100) parcels will be completely field verified (re-listed) and graded by a supervisor. Five (5%) percent of the balance of parcels collected by each lister will be field verified and graded on an ongoing basis.

The Company will complete a clerical review of all data collection forms from each "work pack" assigned to a data collector. Any errors will be noted on the forms and returned for the field supervisor and data collector to correct. The City may review data collection forms and work packs at any time.

Production and Quality Reports will be submitted to the City monthly.

Separate Residential and Commercial Quality Control Files will be established and will be available to the City for independent field verification at any time. Both Residential and Commercial Quality Control Files will be turned over to the City as contract deliverables at the end of the Project.

8.3 FIELD VERIFICATION

For the purpose of Data Collection Quality Control, Field Verification of an individual parcel's property characteristics following initial data collection is defined as:

- ☐ Confirmation from direct observations, including conversation(s) with the property owner or occupant, following full interior and exterior inspections, of all objective and subjective data entered on the data collection form at the time of the Data Collector's visit, or
- ☐ "At-the-door" review of all collected information if property access is restricted by the owner or occupant, or
- ☐ Confirmation of all information regarding the property for which owner/occupant interface would not necessarily be required, such as building counts, styles, measurements, sketch labels, etc.

The field supervisor will check all uses, characteristics, measurements, addition areas, other building areas, and other data against the information on the data collection form and fill out the appropriate form(s) documenting the results for delivery to the Project Supervisor.

Scope of Service – Schedule B 534

City of North Wildwood, New Jersey

*Services and Products***9 VALUE NEIGHBORHOODS**

Neighborhood delineation is the process of identifying homogenous geographic areas and determining the effect of location on property value. Delineation will be done separately for Residential Neighborhoods and Commercial/Industrial Neighborhoods. For Residential Neighborhood Boundaries, the Company's appraiser will consider at least the following: use, size and age of structures; quality of construction; price range; style; desirability of the area; and recent market trends. Appraisers consider the following additional items for commercial neighborhoods: traffic flow, class/use of properties, income ranges, rents and zoning. All neighborhoods will be objectively described and uniquely identified.

The Company will assign a unique number to each value neighborhood. This number is recorded (as a required field) on every parcel falling within the neighborhood's geographical boundaries. The neighborhood ID will drive land prices, select comparable sales, assign the appropriate income model, and will be used to analyze market conditions in arriving at Company produced value estimates. Prior to valuation, the City Assessor will review the neighborhood delineation maps and, following any comments or corrections, give written approval to the Company. The Company will deliver all sales data maps and neighborhood delineation maps to the City at the end of the Project.

9.1 BOUNDARY DELINEATION

Using small-scale paper maps, showing large portions of the City, jurisdictional and school district boundaries will be highlighted. Next, major physical features (natural and man-made) such as waterways, railroads, expressways and the like will be considered. Last, municipal zoning boundary lines and areas serviced by public utilities will be referenced.

9.2 SALES DATA

Using verified sales from the assessment file, property types and selling price ranges or prices per square foot will be noted on the maps using colored marks or dots.

9.3 FIELD REVIEW

Driving throughout the City street by street, general exterior inspections will be made of all properties. Key structural value elements such as property type, size, age, grade and condition will be rated. Changes in property type and general area uses will be observed. Noting where properties exhibit significant physical and economic changes, specific points will be added. Referring to the raw sales information and other outlines previously plotted on the maps, boundaries will be drawn around contiguous groups of properties within a jurisdiction or district, in the same general value range, with similar zoning, etc. The group will then be assigned a neighborhood number and its common property characteristics will be listed on a Neighborhood Data Form.

Scope of Service – Schedule B 535

City of North Wildwood, New Jersey

*Services and Products***10 LAND VALUATION****10.1 LAND CODING SYSTEM**

The Company will use the City's current land use codes or work with the City to develop new codes similar to those used by the Company in revaluing other similar New Jersey municipalities.

10.2 LAND PRICING

The Company will utilize its CALP (Computer Assisted Land Pricing) method within Univers to value all land in the City. Once the valuation neighborhood boundaries have been identified, experienced appraisers will analyze sales of vacant land in each neighborhood. In cases where the sample of vacant sales is inadequate, the land residual appraisal technique will be utilized.

CALP built tables for each valuation neighborhood will be based on a typical land size(s). Deviations from the norm will be adjusted using appropriate incremental and decremental values derived from the market. In the majority of cases, the Company will use a square foot or acreage value, however in some unique cases a front foot or site value may be required. Positive or adverse influences and various land breakdowns based on use will be applied at the parcel level.

Because each valuation neighborhood is assigned to a unique Univers land table, the Company will provide the City with a final land value map, all Univers land tables and valuation neighborhood identification numbers, keyed to the neighborhood outlines drawn on the map.

The allocation of land and building values will be derived from the market. A separate land and building value will be determined in Univers for each parcel. In the case of the cost approach to value, land value plus building(s) value equals total value. For the market approach, the total value is the sum of all contributing factors as defined by market sales during the modeling process. However, it is common practice to subtract the land value (calculated during the cost approach) from the total market estimate and attribute the remaining dollars to "building value."

11 PROPERTY VALUATION**11.1 COST APPROACH**

CLT's Univers CAMA software utilizes a proprietary cost method. Cost schedules will be calibrated to the Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II, plus any updates. Once the cost schedule level has been selected and individual price components have been determined, a final check for validity will be done against actual sales. Final adjustments to depreciation may be required.

11.2 INCOME APPROACH

Income models composed of factors including gross rent, credit loss and vacancy, operating expenses and other adjustments for various types of income producing property in different geographic areas (neighborhoods) will be created and maintained in Univers and applied consistently to each property with the appropriate characteristics. The potential net income streams will then be capitalized to provide estimates of value in accordance with the income approach. Several analytical tools including Multiple Regression Analysis (MRA) may be used for the purposes of generating gross rent or gross income multiplier studies. At the conclusion of the Project, Univers Commercial Property Record Cards (PRC's) containing income / expense data may be printed on demand by the City.

Statements of actual income and expenses obtained directly from property owners (on Income and Expense forms furnished and sent by the Company by the City Assessor pursuant to N.J.A.C. 18:12A-1.8 and N.J.S.A 54:4-35) will be used to calculate income values using several methods, including Gross Rent Multipliers (GRM), Gross Income Multipliers (GIM), mortgage equity, and discounted cash flow. Company appraisers will choose the most appropriate value.

The Company shall retain all income and expense data submitted by property owners/managers in a separate file with the property's parcel identification number affixed to it. The Company shall deliver all income and expense data to the City at Project completion.

11.2.1 Compilation of Income and Expense Data

Information from Income and Expense forms returned to the Company, will be assembled by neighborhood, by structure, and by use to determine the appropriate economic data to be entered into CAMA Income Models. A summary report of the findings, along with the models and individual forms will be turned over to the City as Project Deliverables. The Company will exercise strict care to keep individual property information confidential and will not allow it to be used outside the Revaluation.

11.3 MARKET APPROACH

The Company's sales comparison approach to value, supported by Univers, will utilize both Multiple Regression Analysis (MRA) and Comparable Sales Analysis to develop market estimates of value. The MRA component will use constrained regression to provide better control over variable coefficients and the resultant models. The comparable sales routines will select up to five market sales. In displaying sales, Univers includes the subject property, the cost approach value, the MRA estimate and an estimate of value resulting from the analysis of the adjusted selling prices of the comparables.

Scope of Service – Schedule B 537

City of North Wildwood, New Jersey

*Services and Products***11.4 PROPERTY SALES FILE AND VALIDATION/VERIFICATION**

Using property transfer information (SR1-A data) provided by the City from the County Recorders' Office, the Company will create a property sales information file within the Univers database. Information such as parcel ID, sale price, sale date, deed book and page and type of real estate transferred (land, building or both) will be captured through ongoing Univers updates.

The Company will make all reasonable attempts to validate sales occurring from January 1, 2001 through October 1, 2004. This effort will include at least one mailing of a sales verification letter and onsite validations by data collectors when contacts with property owners are made. An appropriate "Validity Code" will be assigned to each sale. Unless specifically documented by the Company as unusable and coded as invalid, all remaining sales will be coded as either valid or unvalidated. Validated sales will be used in valuation process.

The Company shall retain all returned sales verification letters and mark each with the property's parcel identification number. The Company shall deliver all sales forms to the City at Project completion.

11.5 APPRAISAL OF RESIDENTIAL PROPERTY

The Company's certifies that its Univers™ CAMA system fulfills all current requirements under New Jersey law to value residential property for ad valorem taxes. Each residential property will be valued using both the Cost and Market Approaches to value. If applicable, an Income Approach may also be produced. All final residential values will be set by experienced appraisers.

11.6 APPRAISAL OF COMMERCIAL/INDUSTRIAL PROPERTIES

The Company's Univers™ CAMA system will be used to produce all commercial and industrial values. Each property will be valued using the Cost Approach and, where applicable, an Income Approach will also be produced. If sufficient sales exist, a Market Approach will be added. All final commercial/industrial property values will be determined in the field at the property site by more senior appraisers. Company appraisers will have the supporting documentation for both the Cost Approach and Income Approach to value at the time of this review. The final value, determined by the Company's appraiser, will reflect current market trends and how commercial and industrial class properties are being sold. All final values and related reason codes will be recorded in Univers and will be available to the City Assessor for future review.

11.7 APPRAISAL OF QUALIFIED FARMLAND

Land qualified under the Farmland Assessment Act of 1964, N.J.S.A. 54:4-23.1 et seq., shall be valued twice by the Company in accordance with both its qualified farmland value and its highest and best use value.

12 VALUE PRODUCTION

After completion of valuation testing activities such as neighborhood delineation, land valuation table development, cost and depreciation schedule setup, market model/sales adjustments, etc., values will first be developed for sale properties. After the sales file, new values will be determined for all properties. Subsequently, valuations will be produced in a batch mode for geographic areas within the City. This production function will require substantial amounts of computer and print time. Through prior scheduling with the City, any disruption of City monitoring of the Univers, Landisc or other computer systems will be minimized.

13 VALUATION FIELD REVIEW

A full 100% in-field review of each parcel's new value will be undertaken by experienced appraisers as follows:

13.1 FIELD AND FINAL REVIEWS

13.1.1 Residential Review

Residential appraisers will initially field review the Univers CAMA generated cost approach estimates using printed review sheets comprised of property data, building sketches and photos. At this stage, the appraisers are not only reviewing value estimates but also checking for any data collection or photo errors. Following completion of the field review, a second pass will be made of all properties in the Project Office. This "table top" review will evaluate cost and sale comparison approaches to value and reconcile the approaches to determine a preliminary value. The results of both reviews with ultimately be measured against market levels as of the Valuation Date.

13.1.2 Commercial/Industrial Review

Commercial and Industrial appraisers will review cost and income approach concurrently in the field. They too will use Univers CAMA generated value estimates on printed review sheets comprised of property data, building sketches and photos.

A residential or commercial appraiser may override any CAMA value for any property using his or her judgment. All final values will be determined by appraisers and will be entered into Univers with a corresponding Value Reason Code. This reason may be a choice of a particular system generated value or an override. In the case of an override, the system value(s) will be maintained and stored separately and the appraiser's determination used.

All value review documents will be available for inspection by the City at any time. At the City's option, any or all of the printed documents will be delivered to the City at the end of the Project.

14 DELIVERY OF VALUES

The Company will deliver three sets of appraised values to the City. Referred to as Preliminary, Tentative and Final, they will be provided at three different Project stages.

14.1 PRELIMINARY VALUES & STATISTICS TO CITY ASSESSOR

Following completion of value review, the Company will deliver to the City Assessor a complete list of Preliminary Appraised Values for his review. Any parcels deemed “work in progress” as the result of recently issued building permits, incomplete construction, unresolved mapping issues and the like, will be clearly marked. To the fullest extent possible, properties under construction with incomplete improvements, will first be appraised as if those improvements were completed on the Valuation Date and then their preliminary values will be reduced by the appropriate percentages to reflect the properties’ most likely market values on that date.

With delivery of preliminary values, CLT will also provide City-wide statistics showing the results of the three generally accepted measurements of assessment uniformity: Level of Assessment, Coefficient of Dispersion (COD) and Price Related Differential (PRD). The Company’s Project Supervisor will be available to review all the information and answer questions.

14.2 TENTATIVE VALUES TO TAXPAYERS

Following City review and approval of Preliminary Values, including any Assessor directed changes, the Company will prepare a complete list of Tentative Appraised Values that will be sent to taxpayers. All properties to be valued in the Revaluation Project will be included in this file.

14.3 FINAL VALUES AND PRC’s TO CITY

Following completion of all informal meetings with taxpayers and any subsequent changes, the Company will deliver all Final Project Appraised Values to the City. Unless changed by the Assessor, these advisory appraisals will become assessments on the next Assessment Roll

Using CLT’s Univers CAMA system installed on City computers, the Company will provide an electronic means to view all values and property data characteristics for every parcel on the City’s assessment file. Property Record Cards (PRC’s), displaying the elements required by New Jersey Standards for Revaluation N.J.A.C. 18:12-4.8 such as: labeled and distinct PRC’s by property class; scaled sketches with dimensions; building component notations; land and improvement values; age, depreciation and condition information; and the property inspector’s name and date, will be available on demand from the Univers system and may be printed by the City if/when desired.

15 VALUE DEFENSE

15.1 INFORMAL TAXPAYER REVIEW PROCESS

15.1.1 General

To insure the timely start of informal review with property owners, the Company may request interim approvals and sign-offs on values during the course of the Project. This will facilitate approval of Preliminary values and authorization for the Company to mail Notices of Tentative Values to Taxpayers. The Company will schedule and manage the entire informal process. All documents for informal meetings will be prepared by the Company and delivered to the City at the end of the Project.

15.1.2 Notices and Scheduling

The Company will mail Notices to Taxpayers with Tentative Values in one batch. The Notices will contain instructions on how to contact the Company to ask questions and/or schedule an informal review meeting. Company staff will answer a number of telephones sufficient to receive property owner calls and schedule review meetings. Property Owners will have fifteen (15) days from the date of the Notice to schedule a review meeting. Owners contacting CLT after the fifteen-day period will not be scheduled to meet with the Company, but instead will be referred to appeals before the Cape May County Board of Taxation.

15.1.3 Company Staffing

The Company will provide a sufficient number of person days for appraisal personnel to meet with taxpayers. To the fullest extent possible, the Company will have the same appraisers who actually worked on valuation review in the City meet with taxpayers.

15.1.4 Informal Meetings

In advance of informal meetings with property owners, the Company will prepare documents including a review folder, property description report and comparative sales sheet (residential parcels only) for every property. Printed information, reports, pictures, etc., submitted by the owner at the meeting will be added to the meeting folder along with the interviewer's notes. All meeting folders and their contents will become Project deliverables and turned over to the City by the conclusion of the Project.

During the informal meeting, the Company representatives' first responsibility will be to answer any questions the owner(s) may have after which s/he will go over the prepared review documents. If the owner presents printed information, copies will be made and added to the review folder. Company personnel will not give the property owner an indication of any value change at the informal meeting for two reasons:

First, the meeting interviewer will only make an initial recommendation for disposition of the review. The final decision will be made by a second team of more senior reviewers including the Project Supervisor. This two-staged approach will allow for a more uniform review of not only the subject property but also similar properties in the neighborhood including those that may have been discussed at other informal meetings.

Second, it is Company policy (as well as good idea) to only communicate assessment changes in writing. This way, owners will not leave the informal meeting remembering one number when, after more thorough review, the most accurate value is something else.

15.1.5 City Change of Assessment Notice

When all informal reviews are completed, the Company will inform the City of all values revised from tentative values. Following approval by the City Assessor, the Company will mail change notices to those property owners whose values were changed. Using Univers, the Company will provide the City with a file from which the City will then prepare and mail formal Change of Assessment Notices to all property owners. These notices serve two functions. For those owners whose properties had informal reviews (initiated by them, the City or the Company) the final assessment on the notice confirms any adjustments made. For all property owners, the Change of Assessment Notice serves as an announcement that the City has changed the owner's assessment from its former (prior year) value to its new assessed value.

15.2 COUNTY BOARD OF TAXATION APPEALS SUPPORT

Company appraisal support before the Cape May County Board of Taxation will begin after the Project's final products delivery date. The Company will provide necessary appraisal support to the Board for the City's 2005 and 2006 tax years. More senior appraisers having knowledge of all procedures used to value both residential and commercial properties on the Project will be assigned. The City will provide any temporary workspace necessary for Company staff to prepare for Board of Taxation meetings.

All information on the final Univers file will be available to the City for use during the appeals process. Company review documents prepared for informal meetings, a Project deliverable, will also be available. Company appraisers will use generally accepted appraisal principles to assist in defending values.

15.3 COURT TESTIMONY

Any defense of values beyond the Cape May County Board of Taxation, including preparation and testimony, will be supplied by Company appraisers qualified for court work. Fees for this additional service will be determined on a time and material basis using the rates found in Schedule A of this Agreement.

UNIVERS™ CAMA SYSTEM

16 PROJECT REQUIREMENTS

The Company will provide all information needed to facilitate definition of the tasks involved in the installation and testing of its Univers™ System. Listed below are elements that shall be included and addressed.

16.1 UNIVERS SOFTWARE PROVIDED

At the conclusion of the Project, the Company will install on the City's File Server CLT's Univers Computer Assisted Mass Appraisal (CAMA) System and grant the City a product software site license.

Descriptions of Univers licenses and other related products are given in Schedule E, Software License of this Scope of Service

16.2 UNIVERS SERVER

The Company will install and run Univers on its own hardware, sufficient to complete the City's Revaluation Project, at its Project Office.

At the conclusion of the Project, or sooner at the option of the City, the City will provide the server hardware, operating system and network software required to run Univers and will make the necessary site preparations and arrangements for its receipt and installation by the Company.

16.3 UNIVERS INSTALLATION AND ACCEPTANCE ON CITY EQUIPMENT

At the conclusion of the Project, or sooner at the option of the City, the Company will install and test Univers on the City's computer hardware including the Univers and the other third party software listed in Schedule E, Software License. Following installation and testing, the Company will provide written notification to the City, including all relevant documentation or output, of the product's successful installation and request its acceptance. The City will have a period of fifteen (15) calendar days to notify the Company in writing of any software that is not accepted. If written notice is received or if written notice that the software is not accepted is not provided within the fifteen (15) calendar day period, the software will be deemed accepted and the warranty period, described in Section XI of the Articles of Agreement, will begin as of the date of installation.

Scope of Service – Schedule B 543

City of North Wildwood, New Jersey

*Services and Products***17 BASE SYSTEM INSTALLATION AND WALK THROUGH****17.1 INSTALL UNIVERS**

The Company will install Univers on its own hardware and use it to conduct a detailed system walk through with the City as a point of reference for defining and determining any necessary City file conversion(s) and interface requirements.

17.2 SYSTEM WALK THROUGH

Company and City staff will meet for a walk-through of the components of Univers. During this walk-through, the Company and City will review the City's existing Administrative, Appraisal, Tax Billing and Tax Collection system operations and data files and will jointly determine the treatment of various administrative functions within the City's operations.

17.3 SCOPE DEFINITION

The notes from the walk-through will be published for Company and City review and incorporated into Conversion Specification and System Interface Requirements.

During the review, the Company and City will identify any reports or other outputs which may need to be developed in conjunction with the implementation effort. The costs of any additional service requested by the City and provided by the Company to design and create customized reports, etc. will be charged according the rates found in Schedule A of the Agreement.

18 DATABASE CREATION AND MAINTENANCE**18.1 EXISTING DATABASE CONVERSION – NEW DATABASE CREATION**

Prior to conversion, the Company and City will have concluded a complete walk-through of both City systems and Univers. Meeting with City Staff, any City software vendors and others with knowledge of the existing systems and data, Company analysts will identify all data, all their uses (noting any exceptions) and how/where they will be used in Univers.

Following analysis of existing system information, the Company will write a detailed set of program specifications, prescribing the exact location, size and format of each field of data to be added to the transfer file(s). The Company will review the specifications with the City and receive approval before proceeding to the next step. The City or its software vendors will then write and execute the "download" program(s) to move the specified data from the existing systems to flat, fixed length transfer files which the Company will "upload" to Univers.

Using the downloaded data, Company programmers will create the starting City of North Wildwood Univers Database. Together, Company and City staff will test and review Univers to make certain all data translated cleanly and produced specified results. The City will be given sample listings and reports to confirm that the process was successful.

18.2 DATA FILE MAINTENANCE

The Company will keep the UNIVERS computerized property inventory database current including new and partial construction, demolition, parcel splits and consolidations, and the like for all properties reported to the Company through September 1, 2003.

19 UNIVERS SYSTEM OVERVIEW AND COMPATABILITY

A detailed description of CLT's Univers CAMA System base software is contained in Appendix F – Univers Overview.

20 UNIVERS SOFTWARE SUPPORT

20.1 SUPPORT DURING PROJECT

The Company will provide all necessary Univers software support for programs installed on hardware in CLT's Project Office during the course of the Revaluation Project. Costs for this support have been included in the Project fee.

20.2 INITIAL WARRANTY

The Company will provide all necessary Univers software support for programs installed on City hardware until December 31, 2004. Costs for this support have been included in the Project fee.

20.3 ONGOING SUPPORT

At the City's option, under a separate agreement, ongoing Univers Software Maintenance Support may begin on January 1, 2005.

LANDISC SOFTWARE & IMAGING

21 LANDISC IMAGE PRODUCTION

21.1 APPROACH

The image collection process has one goal:

To capture a minimum of one quality image of every improved property recorded on the UNIVERS control file of the City of North Wildwood, for the Revaluation Project.

A “quality image”, as taken from the nearest public access right-of-way and as limited by prevailing foliage, is further defined as clearly illustrating, to the highest degree possible, the following:

- Story Height
- Building Shape
- Construction Type
- General Exterior Condition

21.1.1 Preparation

An illustrated “Shooting Guide” will be developed by the Company and approved by the City. This guide will explain acceptable image collection for such situations as mobile homes (alone and in parks), shopping centers, industrials, condominiums, etc. It will also explain the access limitations imposed on the Company regarding parcels marked “No Trespassing”, gates and use of private driveways.

A public relations effort will also be mounted to alert City residents of the image collection effort. The success of this PR work will help in the success of the entire Project.

An “Introduction Letter” will be produced on City letterhead and signed by the City Assessor which provides general information on the Project and contact phone numbers for those desiring more information. This document will be provided to all property owners who approach image collection staff.

21.1.2 Image Capture

Image collection will be performed via hand-held digital cameras producing individual JPEG files.

21.2 QUALITY CONTROL

Each image will be viewed by Company staff at least twice for acceptable quality regarding composition, clarity and technical signal level prior to loading to the master image database. The first viewing is performed as the image is captured in the field, the second during a dedicated Quality Control Viewing effort in the Project Office following field production.

21.2.1 QC In The Field

Photographers will be provided with as much data as possible on the properties to be captured. This would include the most recent data on:

- Property Address
- Parcel ID Number
- Property Description
- Lot Size
- Land Use Codes
- Brief Property Description (where available)

In addition, each photographer will have the most recent Tax Parcel Map as supplied by the City. Additional information from the City such as existing aerial photography, overview maps, etc. will also be used.

Photographers will flag problem parcels. Inconsistent data problems such as buildings on “vacant” lots, will be marked for review and correction during data collection.

21.2.2 QC In the Office

Every image collected in the field will be viewed by a member of the Project Team using the four Shooting Criteria. The same types of information made available to photographers will also be provided to the office staff for use in resolving problems noted in the field. In addition, the office staff will have access to the Project’s information loaded into Univers.

Any issues which cannot be corrected immediately (such as those requiring map or data changes), will be forwarded to the proper City or Company department. When the correction has been made, the image will be released for use in the final image database.

21.3 LANDISC SOFTWARE

At the conclusion of the Project, the City will receive the Company's Landisc Professional Maintenance Client and Landisc Professional Image Client products, installed on its hardware, including all the real estate images gathered as part of the Revaluation Project.

The Company will provide and install one (1) copy of Landisc Professional Maintenance Client software (required for image maintenance) and an unlimited number of copies of Landisc Professional Image Client software (for image viewing).

21.4 CITY PROVIDED DATA

The City will provide the Company a machine-readable data file of all current records in the assessment file. This data file will be the same as that used to generate the Company's Revaluation Project database. City responsibilities for the imaging portion of the Project can be found in Schedule D of this Scope of Service.

22 LANDISC UPDATING

At regular intervals following the start of the Project, an extract of data from the current Project database will be generated. This extract will include any and all mapping and construction changes made to the database during the previous period. These changes will be inserted into the Landisc database and corrections will be made to all areas.

Should an area which has already had images collected require new or additional images, the Company will send a photographer to the area to shoot the needed images. Areas which have not yet had images collected will have the updated information added to the database prior to sending out photographers.

COMPANY DELIVERABLE PRODUCTS SUMMARY

23 APPRAISAL PRODUCTS:

- ☐ Project Plan
- ☐ Monthly Status Reports
- ☐ Printed Brochure & Project Introduction Letter
- ☐ Clerical/Data Entry Manual
- ☐ Commercial and Residential Data Collection Manuals
- ☐ Completed Data Collection Forms
- ☐ Commercial and Residential Quality Control Forms
- ☐ Returned Data Mailers & Sales Verification Letters
- ☐ Sales Validation Documentation
- ☐ Neighborhood Delineation Maps & Documentation
- ☐ Land Pricing Maps & Documentation
- ☐ Residential Market Models
- ☐ Returned Income and Expense Forms
- ☐ Commercial Income Models and Supporting Documentation
- ☐ Commercial & Residential Appraisal Review Manuals
- ☐ Preliminary, Tentative and Final Appraised Values
- ☐ Informal Review Documents and Summaries (used in Property Owner meetings)
- ☐ Preliminary and Final Sales Ratio Statistics Reports

24 CAMA SOFTWARE PRODUCTS:

- ☐ Univers version 7.5 software with site license and complete City data files installed
- ☐ One (1) 5-user license and Pervasive SQL data base software installed
- ☐ One (1) single-user license and Symantec pcAnywhere remote access software installed
- ☐ Univers Users Guide & Technical Documentation

25 LANDISC IMAGING PRODUCTS:

- ☐ Landisc Professional Maintenance & Image Client software and Image Files of All Improved Properties
- ☐ Landisc Shooting Guide

26 CLIENT TRAINING:

- ☐ Thirty-five (35) hours of On-site Systems, Product and Operations Training

CITY RESPONSIBILITIES

The information, materials, personnel, products, reviews and services identified below as City Responsibilities will be provided to the Company without cost.

27 REVALUATION

27.1 CITY ASSESSOR

The City will designate the Assessor as Project Administrator. In all matters of value, procedure, policy, personnel and project execution, the Company will consider the Assessor the final authority.

27.2 INTERIM REVIEWS & PRELIMINARY STATISTICS

The City will be presented with all Project policies, procedures, valuation methods, study results, appraised values and statistics for review. These are in addition to the summary of project deliverables listed in Schedule C. In a reasonable amount of time, the City will give the Company one of the following where appropriate: written approval, notice of review or acknowledgement of receipt.

With the delivery of Preliminary Values, the Company will provide related ratio statistics for the City's review. Prior to mailing new value notices to taxpayers, the City will notify the Company in writing that values and statistics have met contact requirements.

27.3 PROJECT EXPLANATION & INTRODUCTION LETTERS

With the Company's assistance, the City will draft a general letter to all taxpayers, explaining the nature and purpose of the Revaluation Project and the role of the Company. Similarly, the City will draft letters of introduction to be carried by Company field staff for presentation to property owners/occupants as necessary. All these letters, written on City stationery and signed by the appropriate City official, will be printed and distributed by the Company.

27.4 COMPUTER FILES & UPDATES

The City will provide the Company with computer files and updates, including sales, splits, combinations and new construction, on a monthly basis. At a minimum the file will include parcel identification, ownership and current mailing information from the MOD IV or administrative file for each line item. The City and the Company will agree on a data file format and related procedures.

Scope of Service – Schedule D⁵⁵⁰

City of North Wildwood, New Jersey

City Responsibilities

27.5 RECORDS, MAPS AND ORTHOPHOTOS

The City will provide the Company with three (3) complete sets of all State approved current tax maps including all indices. In addition, the City will provide the Company with one (1) copy each of all municipal zoning, topographic, soil, flood plain, wetland, census and other maps necessary to mapping and valuation of real property. The City will provide the Company with periodic updates to all of these maps as they become available.

The City will provide the Company with one (1) set of the most recent aerial orthophotos for the entire City or access to its photos.

The City will provide the Company access to existing City Assessment Property Record Cards (PRC's) for data collection quality control purposes. The cost of any PRC copies requested, will be the responsibility of the Company.

27.6 COMPUTER HARDWARE

During the term of the Revaluation, the Company will furnish (and at Project completion retain) its own computer hardware and software to complete all necessary Project functions.

The City will be responsible for providing the computer hardware on which the Company will install the Univers and Landisc software at or before the conclusion of the Project.

28 MAPPING

28.1 MANAGEMENT & RESPONSE TO QUESTIONS

The City will name a Mapping Liaison to serve as the key contact for the Company. The Liaison will respond to questions and requests for information submitted by the Company regarding the interpretation of mapping discrepancies or the need for additional information. The Company will use a standardized "anomaly report", which will be faxed or delivered in person to the City, requesting clarification of unresolved mapping discrepancies. The Liaison will complete the report and return it to the Company by fax or mail in a reasonable period of time.

28.2 RESOLUTION OF EXTENSIVE EXCEPTIONS

The Project Agreement, Scope of Services and Fee are predicated on the City's representations that its Tax Maps are State-approved, accurate and up-to-date and that the City's computerized assessment administration files are synchronized to the Maps by the Tax Parcel ID Number. Consequently, the Project does not include time for extensive ID mismatching or map clean up.

If the Company encounters mapping problems that the City is unable to resolve in a timely fashion, the Company will provide mapping assistance to the City, on a time and materials basis, to maintain the Project's production schedule. Written time and cost estimates for any necessary work that would increase the Project's fee or delay its completion, will be presented to the City for approval prior to beginning any corrective work.

Scope of Service – Schedule E

City of North Wildwood, New Jersey

*Software Licenses***SOFTWARE LICENSES****29 COLE LAYER TRUMBLE COMPANY PRODUCTS**

The following CLT System products are included in the City of North Wildwood installation.

29.1 PRODUCTS:

- Univers CAMA on the City supplied server.
- Landisc Professional Maintenance Client
- Landisc Professional Image Client

29.2 TERMS & CONDITIONS

The following terms and conditions shall be adhered to as part of this License Agreement:

- a. The City shall have the right to duplicate the Software Programs for backup or archival purposes and to transfer the Software Programs to a backup computer in the event of computer malfunction. The City shall not make the Software Programs available on any time-sharing or other rental arrangements. The City shall not transfer its rights under the License Agreement without the permission of the Company.
- b. The City shall not use the Software Programs for any purpose outside the scope of this Agreement. The City shall not cause or permit the reverse engineering, disassembly or decompilation of the Software Programs.
- c. Title shall not pass to the City.
- d. Cole Layer Trumble Company shall not be liable for any damages, whether direct, indirect, incidental or consequential arising from the use of the programs.
- f. At the termination of the License Agreement, the City shall discontinue use and shall destroy or return to the Company, the Software Programs, Documentation and all archival or other copies of the Programs.
- g. The City shall not publish any results of benchmark tests run on the Software Programs.
- h. The City shall not transfer the Software Programs outside the territory for which the Company has Licensing rights under this Agreement.

Scope of Service – Schedule E

City of North Wildwood, New Jersey

Software Licenses

- i. The City shall agree to comply fully with all relevant regulations of the United State Department of Commerce and with the U.S. Export Administration to assure that the Software Programs are not reported in violation of the code and regulations.
- j. The Software Programs are not specifically developed, manufactured or licensed for use in the planning, construction, maintenance, operation or use of any nuclear facility or for the flight, navigation, or communication of aircraft or ground support equipment.

29.3 BASE LICENSE FEE

The Company will supply the following Licenses and software modules to the City:

- | | | |
|----|---|-----------------|
| a) | Univers Site License | Unlimited Users |
| b) | Landisc Professional Maintenance Client | 1 User |
| c) | Landisc Professional Image Client | Unlimited Users |

Concurrent Users for Cole Layer Trumble Company Software shall be defined as: the maximum number of users which can access the database and/or functional programs which includes, but are not limited to, a terminal, a workstation, a PC used as a terminal or workstation, modem or hand-held data collection device, such as pen-based units, personal digital assistants (PDA's) and their like.

Verification of License Terms: The Company reserves the right to conduct on-site reviews at the Client site to insure the Client is in compliance with the terms and conditions of the Cole Layer Trumble Company licenses.

29.4 SOFTWARE WARRANTY

Please refer to Article XI SOFTWARE WARRANTY of the Agreement.

30 THIRD PARTY SOFTWARE

The Company will supply and install one (1) 5-user copy of Pervasive SQL software to manage the Univers database installed on the City's server and one (1) single-user copy of Symantec pcAnywhere remote access software to allow Company staff to perform off-site maintenance during the warranty period and ongoing software support.

Both Pervasive SQL and pcAnywhere are sold and supported by their respective manufacturers and are not CLT products covered by Company warranties.

Scope of Service – Schedule F⁵⁵⁴

City of North Wildwood, New Jersey

UNIVERS Overview

UNIVERS™ SYSTEM OVERVIEW ORGANIZATION

Section 1. **HARDWARE REQUIREMENTS:** This section provides a brief summary of the computer equipment required for proper UNIVERS™ operation.

Section 2. **SYSTEM CONCEPTS:** This section provides a discussion of higher-level concepts used when developing UNIVERS™ and their benefit to the user.

Section 3. **DATABASE STRUCTURE:** In this section, we address the fundamentals of the UNIVERS™ database structure and provide a brief illustration.

Section 4. **MODULE DESCRIPTIONS:** This section briefly describes all of the UNIVERS™ functions available.

Section 5. **SOFTWARE LICENSE:** This section summarizes the Cole-Layer-Trumble Company licensing arrangement for the UNIVERS™ product.

Scope of Service – Schedule F

City of North Wildwood, New Jersey

*UNIVERS Overview***SECTION 1. HARDWARE REQUIREMENTS**

The following specifications for hardware will most effectively run the new Windows UNIVERS CAMA software.

- Pentium II 500 MHz or faster workstations with 64 megabytes of RAM (operating memory) ~~minimum~~
- 10 Gigabyte hard drives (or larger)
- Windows 98 or newer operating system (Windows NT/2000 for file servers; Windows 98,2000 or XP on workstations)
- CD - ROM and 3.5" floppy drives
- Anti-virus software which the City should keep updated
- 17 inch monitors (.26mm dot pitch) or better
- Network cards (10/100 Base - T)

Only one of the stations needs:

- A modem (56 K or better)
- pcAnywhere software for Windows
- A tape drive configured for backups (4-8 GB capacity drive or greater) and at least 5 tapes
- A laser printer - You will need a high volume, high quality, low maintenance "work horse". 32 page/minute minimum speed, 500 sheet input tray capacity minimum (2 - 500 sheet trays are preferable); we use the HP 8100DN models on our projects. The printer will be producing Property Record Cards and a multitude of reports. If you are contemplating a 2-sided Property Record Card, you will need a printer that can be upgraded with a duplex printing option.
- The technology to print in color is changing rapidly and prices continue to fall. Color is not necessary for UNIVERS operations.

The system is successfully installed on Novell, Lantastic and Windows networks. Each jurisdiction is free to choose the networking configuration and software that they are most comfortable with.

Scope of Service – Schedule F⁵⁵⁶

City of North Wildwood, New Jersey

UNIVERS Overview

SECTION 2. SYSTEM CONCEPTS**Generic Programming Versus Hard Coded Programming**

The "Hard Coded" System: In the past, going from a strictly manual, paper-driven appraisal system to one that is automated has been an arduous, expensive task for any jurisdiction. Although there are some standard property appraisal tenets that exist, most jurisdictions require customization of an automated system to meet their specific, statutory, data processing and analysis requirements.

Traditionally, most available property appraisal systems have required extensive development and maintenance by a professional computer programmer (or even a team of programmers, depending upon the system's size). With the guidance of the assessor(s), a jurisdiction's system is developed and programmed by a programmer.

All necessary requirements of the system are determined (for instance, formats for screen displays and printed reports, database structure, and valuation formulae). These requirements are then programmed into the jurisdiction's system, usually in computer languages that are not understandable to the assessor. They remain there until they are altered by the programmer.

We say that this type of system is Hard Coded. The problem with the Hard Coded system is that it can be very time-consuming and expensive to alter the program because a programmer is required to make the modifications. The assessor usually lacks the capability to make necessary assessment-related enhancements to his automated system quickly and inexpensively. Many good enhancements or necessary changes are either ignored or deferred in this environment.

The "Generic" Alternative: UNIVERSTM is a software package that offers a new solution to the traditional Hard Coded appraisal system.

UNIVERSTM is an appraisal system for the microcomputer that offers a combination of guided, menu driven procedures and a generic programming capability that does not require the presence of a trained, computer programmer to customize, operate or implement.

The UNIVERSTM system is designed to be fully utilized by the knowledgeable assessor who has a basic aptitude of good database organization, strong procedural discipline and good numeric capability. If you are an assessor who understands each application that you would like UNIVERSTM to handle, and you have the willingness to learn some new concepts, you will be able to customize the system to meet your needs.

The generic programming capability allows you to manipulate the data elements within your UNIVERSTM database using a series of logical expressions. The logical expressions, although understandable to UNIVERSTM, resemble very concise, English language commands. These commands were designed specifically for the UNIVERSTM system and are called Information Commands. The language is considered to be a fourth generation language, because of its simple, English composition.

Scope of Service – Schedule F⁵⁵⁷

City of North Wildwood, New Jersey

UNIVERS Overview

With a few brief weeks of training, a knowledgeable assessor can become quite comfortable with UNIVERSTM Information Commands. This is the benefit of a fourth generation language -- with limited training, the individual whose primary knowledge lies in property appraisal can develop a customized database system based upon his own jurisdiction's requirements.

~~Manipulating the database with the Information Commands allows you to develop a customized system by specifying actions using data elements within the database. These actions are stored in an Action Table. The actions may be an arithmetic calculation; they may be messages which tell UNIVERSTM what to display or print; they may be a message instructing UNIVERSTM to print a report using a particular format; or they may be instructions delineating what data elements within the database are to be modified and stored.~~

The key goal in designing UNIVERSTM with generic programming concepts is flexibility. With control of the system actions now in the hands of the assessor responsible for the system, changes and modifications to the functions of the system are NO LONGER DEPENDENT on a computer programmer.

The efficiency and ease of the fourth generation language within UNIVERSTM make changes to the system's functions quicker, and therefore make them less expensive.

Menu-Driven Procedures: In addition to providing the assessor with the capability to manipulate data elements directly through use of the Information Commands and creation of Action Tables, UNIVERSTM provides an extensive number of menu-driven procedures.

Menu-Driven is a term used in many software products today to imply step-by-step, guided, on-screen instruction that allows you to utilize the product with minimal training. The menus guide you through the process; you simply follow the prompts as you proceed through the process.

You can use these menu-driven, UNIVERSTM procedures to help analyze your data during some of the more difficult appraisal requirements, for example, using the Comparable Sales and Multiple Regression Analysis procedures. In this case, you have full control over the type of data that is analyzed. However, you are not required to develop the arithmetic program to carry out the calculations.

These procedures also provide you with utilities (for example, importing data to UNIVERSTM from another system, and exporting data to other systems from UNIVERSTM) and reporting capabilities (for example, printing a customized Sales Ratio Report), relying on the data from your database as input.

Scope of Service – Schedule F

City of North Wildwood, New Jersey

UNIVERS Overview

Implementing Generically-Programmed Software

With a generically-programmed software package like UNIVERSTTM, appraisal systems may be designed and implemented in significantly less time than the traditional, Hard Coded appraisal systems. As an assessor, you can purchase a generic software package like UNIVERSTTM and have an operational system in a matter of a few weeks.

The software is flexible, in that it allows data elements to be added to the database at a later time, if necessary. With a solid understanding of the Information Command language, revisions to display screens, formats of reports, and changes in the valuation formulae can be made often in less than a day's time.

Levels of Use: UNIVERSTTM has been designed to accommodate users with varying levels of skill and technical expertise in the area of property appraisal. The Information Command language described above allows you to create interactive screen displays by designing Action Tables which instruct UNIVERSTTM to display. These displays can be as complex or as simple as is necessary to promote proper understanding in the final user. You need only keep the ultimate user's expertise level in mind when designing the tables.

The menu-driven procedures provided with UNIVERSTTM assume various levels of user expertise. Some procedures are very simple and can be mastered in a few minutes time with little to no knowledge of property appraisal processes. These are primarily utility and reporting functions, where the function and not the CONTENT is what is important. An example of this type of simple menu-driven procedure is the Quick Data Display and Maintenance, which allows you to design a screen to view and maintain specific elements of data that you define.

There are some more sophisticated menu-driven procedures in UNIVERSTTM that assume a relatively high level of understanding prior to using the procedure. These procedures require a relatively detailed knowledge of both the UNIVERSTTM database and the jurisdiction's real estate market. Primarily, these procedures are any which are provided for purposes of analyzing parcel record data in order to determine proper valuation. They can include market analysis procedures such as Constrained Regression Analysis and Multiple Regression Analysis.

Providing for varying levels of user expertise allows accessibility to a wide variety of users. The occasional user can access the system for quick answers, bypassing detail. Those users who require more sophisticated use of the system, for purposes of data analysis, are provided with that capability.

The Layered Concept: UNIVERSTTM is designed with graduated, or layered, degrees of complexity, ranging from simple data input screens (which require little to no training in order to use) to more complex Action Table design and development. Each layer of system complexity is anticipated to accommodate a different level of user.

Scope of Service – Schedule F⁵⁵⁹**City of North Wildwood, New Jersey***UNIVERS Overview*

LAYER ONE complexity is considered for use by clerical individuals who may know little about microcomputer functioning OR property appraisal. Typically, this layer of UNIVERS™ relates to the Data Maintenance Module which allows data to be input, modified or manipulated. There is little training involved at this layer of usage.

LAYER TWO complexity builds on Layer One, but requires a brief period of training and some familiarity with the content of the database in order to design customized reports of specified data items from the database. This level of user will also have the capability of designing custom data display and maintenance screens accessing any combination of desired data and working with user-defined parcel subsets within the database.

LAYER THREE complexity is intended for the user with a thorough knowledge of property appraisal processes, the jurisdiction where UNIVERS™ is installed, and the content and structure of the database. With training, an appraisal analyst or assessor can use UNIVERS™ to produce estimates of value based on all three recognized approaches to value - the Cost Approach, the Market Approach and the Income Approach. All of the valuation tables are accessible and easily taught to the user at this level. The user at layer three can modify and add valuation tables to produce consistent and defensible values for all types of property.

LAYER FOUR is intended for the user who may want to use UNIVERS' fourth generation languages to write small programs to manipulate the database.

Scope of Service – Schedule F⁵⁶⁰

City of North Wildwood, New Jersey

UNIVERS Overview

SECTION 3. DATABASE STRUCTURE**The Folder Concept**

The UNIVERSTM database structure is best explained by comparing it to a standard office filing system. In a standard office filing system, you will typically observe a filing cabinet which stores many individual folders. Each folder pertains to a specific, unique entity. Any information or data pertaining to an entity is stored within that entity's folder.

The UNIVERSTM database structure employs this same folder concept. Within the database, unique folders are created. A folder can represent any entity you may choose when establishing your own database using UNIVERSTM, BUT typically a folder represents a parcel in an appraisal system. All information pertaining to a parcel is stored within that parcel's folder.

Before Folders: Establishing the Database

Defining Factors: Initially, the database must be defined before unique parcel folders can be created. As the individual assessor responsible for developing your jurisdiction's database, you must create a database format which supports your environment. UNIVERSTM provides a great deal of flexibility in this area through the designed structure of its database.

Establishing the database involves determining the data elements that your jurisdiction will need to adequately define all parcel characteristics within your jurisdiction. In UNIVERSTM these data elements are referred to as factors.

Factors can be any items for which data will eventually be recorded. Some examples of factors may include Parcel ID Number, Owner's Name, Number of Dwellings, Number of Fixtures, or Acreage Type. Not all factors may be relevant for every parcel in your jurisdiction; however, if it will be used once, it must be defined. Defining a factor lets UNIVERSTM recognize data for the factor when parcel folders are finally created.

Defining a factor involves assigning a factor number, which becomes a unique reference number within UNIVERSTM. A factor must also have a factor name assigned and UNIVERSTM must be told what type of data will eventually be recorded for the factor. Here, type of data refers to the form of the data (for instance, integer or textual). There are a number of other parameters for each factor which must be defined, although this overview is not intended to address this level of detail.

The Card Types: In order to organize the factors that are defined for the database, UNIVERSTM employs a feature known as the card type. A card type represents a logical grouping of data elements or factors, within the database. For example, a card type may be established for Administrative Information which would organize all data elements of an administrative nature such as Parcel ID Number, Owner's Name, Site address, Neighborhood Code. Another card type may be established for Residential Dwelling Information and would

Scope of Service – Schedule F⁵⁶¹

City of North Wildwood, New Jersey

UNIVERS Overview

organize all data elements pertaining to any dwelling structure on a parcel, such as type of structure, year built, and number of plumbing fixtures.

In UNIVERSTM, card types are established and referenced by number, for example Card Type 1, Card Type 2, and so forth. Up to 50 different card types may be established. Each card type that is created can contain a maximum of 255 factors.

As the individual assessor responsible for developing your jurisdiction's database, you can establish any card types necessary to define your parcels and assign factors to these card types. You may change their definition in the future if required, however when doing so, you must realize that you are altering the foundation of your database. Changes and modifications must be made carefully.

Establishing the Folder

Cards and Multiple Cards: Once all necessary factors are defined and assigned to a card type, UNIVERSTM will be ready to accept data, thus creating parcel folders. If data for a particular parcel exceeds the size of a single card, a second card of the same card type can be created to hold the balance of information. Actually, UNIVERSTM will allow you to create up to 999 cards within a single card type for a given parcel folder. The use of more than one card within a card type to store parcel data is referred to as multiple cards or series cards.

An example may help illustrate. Many jurisdictions employ a card type known as "Residential Dwelling Data." This card type organizes all factors pertaining to the features of a single dwelling on a parcel. Therefore, within this card type, one card will describe one dwelling. If a parcel should exist with two separate dwellings, two cards will be necessary for storing all residential dwelling data about the parcel. This parcel now employs multiple cards for this card type.

Data Indexing

UNIVERSTM provides the capability to sort, or sequence, parcel folders in the database according to a specified data element. In this case, the specified data element becomes an index. An index acts as a "pointer" in the system. It acts to point to the data element in each parcel folder by which a re-sequencing of records will occur.

Dynamic Index: Each index must be defined before it can provide this sort and re-sequence capability. UNIVERSTM allows you to define up to seven (7) dynamic indices, also called key fields, for your database. The system automatically creates a single dynamic index called the Permanent Parcel Number (PPN), making a total of eight dynamic indices. Typically, the seven user-defined indices will reflect data elements that are synonymous with describing the parcel folder, such as Parcel ID Number, Owner's Name, or Site Address. However, they can be any data element by which you wish to routinely organize data in a sequential manner.

Scope of Service – Schedule F⁵⁶²**City of North Wildwood, New Jersey***UNIVERS Overview*

These indices are defined when you establish your database. When defining the dynamic indices, you are required to identify whether data for an index may be duplicated in parcel folders and whether the data for an index may be modified in the parcel folder. You do not need to define all seven indices at one time; you can reserve a few for definition at a later date.

The term "dynamic" implies that each of these eight indices promotes change within the system. ~~Whenever the data for a key field is changed, the parcel folder is automatically re-sequenced~~ within the database.

As an example, assume that "Owner Name" is defined as a dynamic index in our database. If a parcel is sold from Jones to Smith, the parcel folder will automatically be re-sequenced under "Owner Name" "Smith," once the change to the parcel folder is made in the system.

Static Index: Beyond the eight dynamic indices described above, UNIVERSTM also provides you with the capability to define up to 999 static indices. These are defined using a specific module of UNIVERSTM, Module 155, which will be explained briefly in Section 4 of this overview, "Module Descriptions."

Any data element within the UNIVERSTM database may be defined as a static index. A static index may also be defined as a combination of data elements, providing sequential ordering by more than one item.

A static index is defined by creating a static index table using UNIVERSTM Module 155. Once the static index table is completed, you must generate, or "run," the table against the database. The generation is what allows UNIVERSTM to re-sequence the parcel folders according to the data element(s) defined in the static index table.

This index is "static," meaning it does not promote active change in UNIVERSTM as the eight dynamic indices do. A data change made to a data element defined as a static index will not be automatically re-sequenced. The static index table must be regenerated, or "rerun," against the database periodically in order to maintain the desired parcel sequence.

Scope of Service – Schedule F⁵⁶³

City of North Wildwood, New Jersey

UNIVERS Overview

SECTION 4. MODULE DESCRIPTIONS**Introduction**

This section of the system overview is dedicated to briefly outlining all of the functions of the UNIVERSTM “modules.” A particular system function, for example “Static Index,” is referred to as a system module and is referenced by a specific module number.

Before beginning with the module summaries, there are a few introductory topics of importance:

Training Requirements: Initial responsibilities when first setting up UNIVERSTM for your jurisdiction will involve defining and establishing the database. System actions that UNIVERSTM must take, using the database as a source, must be designed and entered to the system, using the Information Commands to create Action Tables. Creation of the database, creation of Action Tables, and execution of these Action Tables are achieved through UNIVERSTM Modules 20, 30 and 40, respectively.

As explained in Section 2 of this overview, Information Commands are a fourth generation programming language developed for UNIVERSTM, made up of relatively simple, Englishlike statements. They represent UNIVERSTM’ implementation of the generic programming concept.

A concentrated two week training period will be required for an individual to effectively employ UNIVERSTM Modules 20 and 30. The thrust of this training session lies mainly in familiarizing an individual with the structure and usage of the Information Command language. Following the one week, structured training period, the best training is found through consistent exposure to the UNIVERSTM system. Of course, if a database design or Action Tables are obtained from CLT directly, as part of the purchase agreement, less training will be required in order to customize the UNIVERSTM system.

The remaining UNIVERSTM modules come to you as semi-Hard Coded programs within the software. As a user, you will not have the capability to alter the functionality of these modules. However, UNIVERSTM allows you FULL CAPABILITY to control the precise data elements that are subjected to processing when using these modules. A concentrated training requirement for these modules is not necessary; exposure and experience are the best training methods.

As an example, consider UNIVERSTM Module 235, “Constrained Regression Analysis.” UNIVERSTM offers you the capability to perform Constrained Regression Analysis on a data set (or sets) of your choice. In this example, the actual Constrained Regression Analysis program is provided within the software; that is, statistical calculations and reporting formats are provided as a function of UNIVERSTM. As a user, you have the freedom to select the particular candidate variables of a model, as well as the range of coefficient values permitted for each model.

Scope of Service – Schedule F⁵⁶⁴

City of North Wildwood, New Jersey

UNIVERS Overview

Upgrading Capabilities: UNIVERSTM supports a "rolling-upward compatibility" concept. This term means that new UNIVERSTM modules may be added to your system at any time, thus upgrading your software package.

Many times, new UNIVERSTM modules may be upgraded versions of existing modules, meaning their function is the same but some new amenities or features have been added. In this case, you have the capability to add the upgraded module to your system whenever it is most convenient or appropriate to phase over from old to new. As an additional alternative, both the existing and upgraded modules may be run parallel on your system, as an aid in making the transition from old to new.

Module Summaries

A brief summary of some of the UNIVERSTM modules is provided below. While each module has a specific functional purpose, many of the modules are dependent upon other modules for input.

Module 30 - Action Table Creation and Maintenance: This module allows you to create and maintain Action Tables, using the generic programming concepts discussed in Section 2 of this Overview.

Each Action Table that is created will consist of a series of Information Commands. Each Action Table will be designed to accomplish a specific, identifiable action, relying upon the factors in your database. For example, a series of Information Commands within one Action Table may contain instructions which tell UNIVERSTM to:

- Perform a simple, arithmetic calculation (e.g., add two contents of two data elements) and store the results elsewhere in the database.
- Display the contents of a particular data element, using a specified color and following a prescribed format.
- Overlay the currently displayed screen with a "window" of information for quick reference. The window may be defined by a particular color, size and/or format, and may contain specified data such as land data or residential dwelling data.

When using Module 30 and working with Information Commands, UNIVERSTM permits you to enter, edit, modify, display, print, renumber and save the Information Command statements that you are working within either the creation or maintenance mode. Up to 1000 lines of Information Commands are acceptable in a single Action Table. Each line may be broken into a maximum of 255 distinct statements for efficient design.

Scope of Service – Schedule F⁵⁶⁵**City of North Wildwood, New Jersey***UNIVERS Overview*

Module 40 - Action Table Execution: This module permits you to read and execute (or "run") a specific Action Table developed using Module 30. It is with this module that instructions contained in a given Action Table are carried out by UNIVERSTM. Its inputs, therefore, are the Action Tables and the database.

Execution of an Action Table causes UNIVERSTM to perform the instructions contained in the Action Table. Depending upon the instructions contained within the Action Table that is executed, Module 40 will also read from and write to the database. It is with this module, then, that you can enter new parcel data to your database, as well as modify or delete existing data. This module also supports the entry, modification and display of residential, commercial and industrial vectored sketches.

Module 95 - Selection Filter Table Creation and Maintenance: Many of the modules which follow involve the use of Module 95. The Selection Filter (SelFil) Table Creation and Maintenance module is a powerful module which gives you tremendous control and flexibility when working with your database. It lets you compose truly effective analyses by letting you extract numerous sets of data from your database by defining a set of search criteria.

Your database holds a wealth of information usually organized by parcel record. Many times, you'd like to search through your database for a set of parcel records with a certain characteristic(s) and use these parcel records to conduct a specific analysis, reporting, display and/or maintenance activity. The SelFil Table is the UNIVERSTM tool that allows you to define a set of criteria to isolate a specific parcel record set.

Module 95 lets you create and maintain up to 999 separate SelFil Tables. Each SelFil Table defines the search criteria to be applied to your database, resulting in a unique set of parcel records for your application. The SelFil Table identifies the parcel records to search through, the sequence in which they should be accessed, the conditional tests (or criteria) that the data must meet to pass through, and whether the data is to be written or saved to the file. A single SelFil Table allows you to extract data for up to five card types by a specified dynamic or static index (refer to Section 3, "Database Structure," for an explanation of card types and indices).

Different SelFil Tables may be used for the same application. However, because each SelFil Table will contain unique search criteria, the results of your application will differ because of the use of distinct parcel record sets.

UNIVERSTM Valuation Module Options

Module 202 - Value Tables: This Module allows you to create and maintain Valuation Tables. Any UNIVERSTM system is installed with a standard set of valuation tables, but any type of land, income, or cost table can be created using this module. These tables can be designed in such a way that, when invoked through a Valuation Procedure Table (Module 203), their contents can be accessed through an exact match or through interpolation.

Up to 999 separate value tables can exist at one time.

Scope of Service – Schedule F⁵⁶⁶

City of North Wildwood, New Jersey

UNIVERS Overview

Module 241 - Comparable Sales: This module will allow you to specify all data items that will appear on a printed Comparable Sales Report and that will be used in performing the comparable sales analysis. You are able to specify and assign weights for any of the defined data items, as well as necessary adjustments to the data items. By assigning weights to specific data items, comparability criteria are established resulting in a weighted mathematical metric. Assigning a high weight to, for instance, Neighborhood will insure that comparable properties selected are in the same area as the subject property.

You are able to specify the maximum number of comparable properties to be selected, a maximum distance for comparability and the report format for displaying the comparable sales. Report formats are created from a format table. You may create and maintain up to 999 separate Format tables for Comparable Sales.

UNIVERS™ selects comparable sales by finding up to ten parcels which have the smallest comparability metric. The sales prices can be adjusted to the subject property according to the Multiple Regression Analysis (MRA) module coefficients, or another set of adjustments you select. The adjusted sales prices can be analyzed to develop weighted estimates of market value for the subject property.

UNIVERS™ Regression Module Options

Module 232 - Market Extract: This module allows you to extract up to 200 specified data items from parcel records for use in market modeling activities. This module stores the extracted data items to a file that can be used later as input for market evaluation analysis, such as Multiple Regression Analysis. This file is called the Market Extract file.

This module is executed against a selected Selfil Table, which identifies the set of parcel records from which data items are to be extracted. As an example, arms-length residential sales may be a criterion for defining a set of parcel records from which you will extract data, such as living area, sales price and/or neighborhood.

Module 233 - Market Edit and Expansion. Module 233 provides you with editing and expansion capabilities for either a Market Extract file or a subject file (your database). These capabilities include:

- Variable Editing. Editing checks the contents of the subject or extract file to ensure that it meets certain pre-developed requirements, identified as constant or upper and lower limits. Variables that do not meet the editing requirements are flagged and identified as such on a printed Exception Report. At your option, those records appearing on the report may be deleted from the subject or extract file.

Scope of Service – Schedule F⁵⁶⁷**City of North Wildwood, New Jersey***UNIVERS Overview*

- Variable Expansion. Expansion, also called transgeneration, allows you to alter the contents of the subject or extract file by expanding upon the variables that are present. A new, more meaningful variable can be created by mathematically manipulating an existing variable (for example, transforming Frontage and Depth into Lot Size and storing this new variable).

~~--- The edited and expanded subject or extract file is used as direct input for Multiple Regression analysis, Modules 234 and 235.~~

Module 234 - Constrained Regression Parameters: This module allows you to establish the parameters that will be used in developing a Constrained Regression Model. These would include parameters for:

- Module Execution. You can specify the F Values and the number of model constraints.
- Constraints. You can specify both low and high constraint values and constraint types.
- Residual Error Plots. You can specify the X- and Y- axes ranges for plotting residual error.

Module 235 - Constrained Regression Analysis: UNIVERSTM market modeling capability provides several functions, including:

1. Neighborhood group assignment to clusters
2. Cross-Product and Correlation Matrices
3. Stepwise Regression, including constraints
4. Model Plotback and Residual Error Plots Reports

The cluster assignment function creates up to 20 different clusters, or groups, of sales. Individual market models can then be developed for each of these different clusters.

The Stepwise Regression function will select the significant variables from among a possible 60 candidate variables that can be included in the multiple Regression Analysis (MRA) model. Singularity problems are minimized through a singularity test performed as a function of the Stepwise Regression. Tests to insure an adequate number of sides are also performed within Stepwise Regression to develop the most effective model possible.

The actual market modeling includes constrained regression, which allows you to specify both the data items and their acceptable coefficient ranges as input to the model.

Scope of Service – Schedule F⁵⁶⁸**City of North Wildwood, New Jersey***UNIVERS Overview*

As an example, consider a case where regression modeling yields a coefficient of 31.06, or \$31.06 per square foot of pool area. Based upon experience, the assessor opts to limit, or constrain, this variable's coefficient to a maximum value of \$21.00. UNIVERSTM' constrained regression procedure will support the constraint of this coefficient and adjust the dependent variable to reflect the constraint.

~~UNIVERSTM will constrain a coefficient value to the nearest bound or the midpoint, depending upon the type of the constraint and the significance of the variable. The capability to constrain coefficient values for a data item allows the assessor to develop an effective and meaningful model when faced with limited sales data, and to apply the control over certain data items that only experience can provide.~~

Module 237 - Constrained Regression Application: This module lets you apply the coefficients of a selected market model to a specified set of parcel records. A set of parcel records is specified through selection of a SelfFil Table. In addition, transgenerated variables may be written to the database at the same time, if desired.

UNIVERSTM Utility Module Options

Module 111 - Quick Data Display and Maintenance: Module 111 allows you to quickly display and maintain a set of data items for a range of parcel records. The range of parcel records is specified by employing a SelfFil Table.

Module 111 is an incredibly convenient and fast tool for looking at specific pieces of data, and maintaining them, allowing you to bypass the more detailed display/maintain process available through Module 40.

This module allows you to define a screen and its contents, using Card Type and Item Number to specify the data items that will be displayed on your screen. Up to 999 different quick data display screens can be created and stored.

You may also perform maintenance on the data items present in any display screen, if the SelfFil Table used indicates that data may be written (or saved) back to the database.

Module 155 - Static Index Creation: In addition to the seven key fields of the database which are indexed dynamically, you can also create up to 999 different static indices (refer to Section 3, "Database Structure," for an explanation of both dynamic and static data indexing).

Static indices are created by defining Index Tables, numbered (009-255). These tables define the data items that will act as your sorting (or indexing) criteria. You will define the data items within your Index Table by referencing their Card Type and Item Number.

This module employs the use of a SelfFil Table to subject a set of parcel records to a specified Static Index Table. Data that is passed through and run against an Index Table will be re-sequenced according to the table's criteria.

Scope of Service – Schedule F⁵⁶⁹

City of North Wildwood, New Jersey

UNIVERS Overview

Module 811 - Data Import: This module permits you to move data from an extraneous source system into the UNIVERSTM system. The source system providing the import data file may be located on an entirely separate computer or it may be another software program contained on your microcomputer. The UNIVERSTM Data Import capability receives and recognizes essentially any fixed length or delimited data file regardless of content, sequence, character set or packing.

Module 812 - Data Export: This module permits you to create either a delimited or flat, linear file of data within the UNIVERSTM system for purposes of moving to an extraneous destination system. The destination system may be located on an entirely separate computer or it may be another software program contained on your microcomputer. The Data Export module permits you to define the data elements, the format that these elements will follow and the Card Sets that will be included within your export file. Therefore, you have total control over the content and the sequence of the data exported to the destination system.

UNIVERSTM Reporting Module Options

Module 121 - Quick Print: This module allows you to quickly design a printed report for a specified number of data items. A Selfil Table is employed to pass the range of parcel records to the Quick Print Report.

Module 121 lets you design a simple, columnar-style report that will have, as its headings, the data items that you specify. You specify the data item headings through their Card Type and Item Number, creating a format table. You may create up to 999 separate format tables in UNIVERSTM.

Quick Print is a single line report and, therefore, cannot exceed the length of a single printed line, that is not more than 132 characters. Quick Print can calculate the means, medians and totals of each numeric column. Should more than one line of data need to be formatted in a report the user has the option of using the Report Generator Module, Module 133.

Module 133 - Report Generator: The Report Generator is an incredibly powerful tool aimed at providing you with the maximum amount of reporting flexibility. Whereas Module 121, Quick Print, is somewhat limited in the amount and style of data that may be printed. Report Generator lets you completely design a report with control over every parameter. Report Generator will also allow you to print a graphic sketch anywhere on the page with user defined label names for sections of the sketch. In addition, the user may define temporary mathematical calculations and print them on the report.

You can, therefore, create a printed report in the format desired, with no limitation on the amount of data printed per parcel record. You can print several parcels per page or several pages per parcel, including a double sided format. Not only may you specify the data items that will be printed, but you may specify the style and format of the report. This includes defining, for instance, positions of columns and rows, page margins and page length. Up to 999 different report formats may be created, maintained and stored on UNIVERSTM.

Scope of Service – Schedule F⁵⁷⁰**City of North Wildwood, New Jersey***UNIVERS Overview*

This module employs the use of a SelfFil Table to pass a set of parcel records to the Report Generator. Data that is printed according to your specified format will be selected from this range of parcel records.

Module 463 - Basic Statistics: This module enables you to calculate standard statistics for a single data item, selected from a parcel range determined by the parameters of a SelfFil Table. ~~Statistics for up to 15 data items can be calculated in one run. The standard statistics that are calculated with this module include:~~

- Mean, Median and Mode
- Standard Deviation
- Coefficient of Skewness

This module also enables you to:

- a. Calculate up to 10 Percentiles for a single data item, with up to 15 data items processed in one run.
- b. Calculate Correlation coefficient for a pair of data items, with up to 15 pairs processed in one run.
- c. Perform a Two-Population T-Test against one data item, with up to 15 data items processed in one run.

Module 401 - Cross Tabs: This module produces a printed, two-dimensional matrix plotting the frequency distribution of occurrences for a single pair of data items. Cross-tab matrices can be produced for up to 15 pairs of data items in one run. SelfFil Table parameters determine the set of parcel records from which the data items are taken.

The horizontal and vertical axes of each matrix may be divided into value intervals, grouping data values for each of the two data items into ranges. Up to six intervals may be created for the data item appearing on the horizontal axis, and up to seven intervals for the vertical axis.

For each joint occurrence of the two data items that is recorded, UNIVERSTM provides four frequency statistics in the cell formed by the intersection of the horizontal and vertical data items: the total number of occurrences, the frequency percentage for the cell, the frequency percentage for the row, and the frequency percentage for the column. Means, standard deviations, and low/high values for each pair of data items are printed, along with the correlation coefficient for each pair.

Module 471 - Sales Ratio Report: This module allows you to construct a Sales Ratio Report, providing detail at the parcel record level. The parameters of a SelfFil Table determine the set of parcel records that are included in this report.

Scope of Service – Schedule F⁵⁷¹**City of North Wildwood, New Jersey***UNIVERS Overview*

A Sales Ratio Report format is defined by setting up a Format table, much like Module 121, Quick Print. This table identifies the column headings and the data items that will appear on your customized report. Data items are identified by referencing them according to their card type and item number. Up to 999 Format tables may be established.

This module will compute the mean and median ratios of the sales data, Coefficient of Dispersion (COD) and Coefficient of Variance (COV) as well as other industry recognized statistics as part of your report. It will allow you to stratify sales using up to ten fields, and to specify the breaks for each of these fields. Your report will include both the mean, median, the COD, and the COV for each stratum of sales defined.

Module 139 - Two Factor Comparison: This module allows you to compare the values of any two factors within a range of parcel records defined by the selected SelfFil Table. As an output of the comparison, this module identifies and summarizes:

- The difference of the factors' values for each parcel record in your range;
- Means and variances of the two factors in comparison;
- Absolute and percentage differences of the two factors in comparison.

An example of two factors which might be compared using this module is the estimated selling price and the actual selling price of a parcel.

Module 507 - Scattergram: This module generates a two-dimensional graph which displays the bivariate (x, y) distribution of any two numerical variables in the database, from a parcel record range determined by your SelfFil Table parameters. This graph may either be displayed on your monitor or printed.

UNIVERS™ denotes the occurrence of each (x, y) intersection in your variable range by placing a specified symbol at each intersection. You may designate the occurrence symbol (or indicator) which appears on your graph.

This module also provides some basic statistics about the two variables under study. The Correlation Coefficient is calculated for the pairs of data values, as well as Linear Regression statistics including Y-Intercept, Slope, Standard Deviations of the Estimate, and the F-Ratio.

Module 531 - Histogram: Module 531 generates a one-dimensional bar graph for a single data item (numeric or string-type), graphing the specified data value intervals for the data item against the percentage frequency of their occurrence in your parcel record range. The parcel record range is determined by the parameters of a SelfFil Table. One histogram is produced per data item under study. A maximum of 15 different histograms can be produced in one run.

Appendix G

City of North Wildwood, New Jersey

LOCAL PUBLIC CONTRACTS LAW

MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS.

~~The contractor and the City do hereby agree that the provisions of Title II of the~~
Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activates provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or services on behalf of the City pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the City in any action or administration proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City or the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same as its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof the contractor along with the full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants, or employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

Appendix G

City of North Wildwood, New Jersey

LOCAL PUBLIC CONTRACTS LAW

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable County Employment Goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C 127, as amended and supplemented from time to time or in accordance with the binding determination of the applicable County Employment Goals determination by the Affirmative Action Officer pursuant to N.J.A.C 17:27-5.2 promulgated by the Treasurer pursuant to P.L 1975, C. 127 as amended and supplemented from time to time.

The Contractor or Subcontractor agrees to inform in writing appropriate Recruitment Agencies in the area, including Employment Agencies, Placement Bureaus, Colleges, Universities, Labor Unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, family status, liability for service in the Armed Forces of the United States, or nationality, and that it will discontinue the use of any Recruitment Agency which engages in direct indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, family status, liability for service in the Armed Forces in the United States, or nationality; and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The Contractor and its Subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:28)**.